

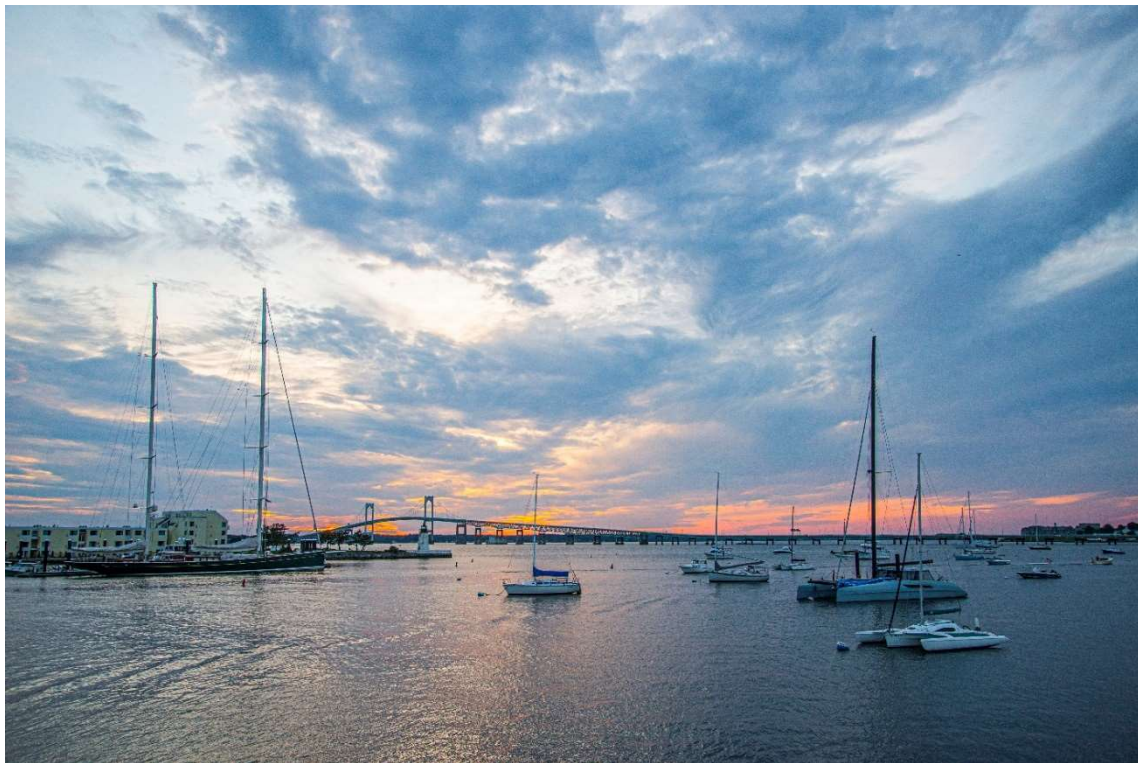
VERSION B

Coastal Compassion Center, Inc.

COMPASSIONATE CARE CENTER

APPLICATION SUBMITTAL RESPONSE

December 2020



We Are an Affirmative Organization Dedicated

To

Elevating the Health of Community with Safe Plant Based Medicinal Products



Rhode Island Department of Business Regulation Office of Cannabis Regulation

Application for Medical Marijuana Compassion Center License

**Publication Release Date:
July 17, 2020**

Application Period: From July 17, 2020 through December 15, 2020

Interested parties should review the Application and submit any questions by email only to DBR.mmpcompliance@dbr.ri.gov with the subject line “Medical Marijuana Compassion Center Application Questions.” Your questions and the Department’s answers will be posted on the Department of Business Regulation website so that all Applicants will have access to the same information.

If you would like to be added to the interested parties list for updates to the Compassion Center Application process, please email DBR.MMPCompliance@dbr.ri.gov, with a subject line “New Compassion Center Application Interested Parties List.”

Department Business Hours: M–F, 8:30 am–4:00 pm

For additional information regarding the Application process, please visit the Department’s website at: <https://dbr.ri.gov/>

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Part 1 – Application Information and Instructions

The Office of Cannabis Regulation within the Rhode Island Department of Business Regulation (the “Department” or the “Office”) is accepting Applications from qualified Applicants interested in being issued a Medical Marijuana Compassion Center License.

Pursuant to The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Rhode Island General Laws § 21-28.6-1 *et seq.*, as amended by Rhode Island Public Laws 2019, ch. 088, Article 15 (as so amended, the “Act”), the Department is responsible for licensing medical marijuana compassion centers for the licensed dispensing of medical marijuana to registered cardholders. The Medical Marijuana Program allows a patient cardholder or authorized purchaser who is registered with the Department of Health or a primary caregiver who is registered with the Department of Business Regulation to purchase medical marijuana from a licensed compassion center. Licensed compassion centers may acquire medical marijuana in accordance with the Act and *Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation*, 230-RICR-80-5-1 (the “Regulations”). **Please thoroughly review the Regulations which can be found on the Secretary of State’s website: <https://rules.sos.ri.gov/regulations/part/230-80-05-1>.**

SECTION A: Application Period

The period for submission of applications will be from 10:00 a.m. on July 17, 2020, through 3:00 p.m. on December 15, 2020 (the “Application Submission Deadline”). Updates regarding the application period will be posted on the Department’s website: <https://dbr.ri.gov/>.

If you would like to be added to the interested parties list for the Compassion Center Application process, please email DBR.MMPCCompliance@dbr.ri.gov, with a subject line “New Compassion Center Application Interested Parties List.”

It is Applicant’s responsibility to ensure that its application is complete and submitted before the close of the Application Submission Deadline. Incomplete applications will be deficient and will not be accepted for review and evaluation, and the application fee will not be refunded. The Department will not accept or consider applications tendered after the Application Submission Deadline.

SECTION B: General Instructions

Read this Application carefully. Answer each question completely. Do not leave blank spaces.

- **All application materials that require a signature must be signed by an “authorized signatory” of Applicant. An “authorized signatory” means a person that is authorized by the corporation/company to attest to the accuracy of all application information, materials and content submitted to the Department of Business Regulation.**
- If a question does not apply, write “N/A.” If the correct answer to a particular question is “None” write “None.”

- All Forms, Annexes, Exhibits, Documents and Deliverables on the Checklist are mandatory and must be submitted **at the time of filing this Application** in order for your Application to be complete and eligible for review.
- Applicant is under **a continuing duty to promptly notify** the Department of Business Regulation if there is a change in the information provided to the Department.
- All entries on the Application Forms, Annexes, Exhibits, Documents and Deliverables should be single spaced and typed in 12-point Calibri or Times New Roman font.
- Do not misstate or omit any material fact(s).
- The submittal of an Application constitutes acceptance of the requirements, administrative stipulations, and all of the terms and conditions of this Application. All costs and expenses incurred in submitting an Application will be borne by Applicant.
- **Definitions:** Please refer to the “Definitions” set forth in R.I. Gen. Laws § 21-28.6-3 and the “Definitions” in the Regulations, § 1.1.1, which are applicable to all compassion center license applications.

Application Delivery Location

It is Applicant’s responsibility to ensure timely delivery of its Application to the Department by the 3:00 p.m., December 15, 2020 Submission Deadline. Late Applications will not be accepted.

Rhode Island Department of Business Regulation
Attn: Office of Cannabis Regulation
1511 Pontiac Avenue, Building 68-1
Cranston, RI 02920
401-462-9500

SECTION C: Communications with the Department of Business Regulation – Application Questions

All questions about the Application or Application process must be sent to the Department of Business Regulation **by email only** at DBR.mmpcompliance@dbri.gov with the subject line “**Medical Marijuana Compassion Center Application Question.**”

Questions and the Department’s answers will be posted on the Department of Business Regulation’s website so that all Applicants will have access to the same information. The Department reserves the right to not respond to questions concerning matters that are already addressed in the Application, the Act and/or the Regulations or which are immaterial or inappropriate.

For questions received after 4:00 p.m. on December 1, 2020, the Department may not respond prior to the December 15, 2020 Application Submission Deadline. Applicants and therefore encouraged to identify and submit any questions as soon as possible.

SECTION D: Application Requirements and Procedures

Applicants should review the Act and the Regulations for further information regarding application requirements and procedures.

Zones – Procedures and Limitations

In accordance with R.I. Gen. Laws § 21-28.6-12(c)(3) and §§ 1.2(C) & 1.15 of the Regulations, DBR evaluated the overall health needs of qualifying patients and safety of the public including the factors set forth therein and determined the following “application zones” where six (6) new compassion centers shall be licensed:

ZONE	Geographic Boundaries	Number of New Licenses Available in the Zone
1	Burrillville, Cumberland, Glocester, North Smithfield, Smithfield, and Woonsocket	1
2	Central Falls, Johnston, Lincoln, North Providence, and Providence	1
3	Coventry, Foster, Scituate, West Greenwich, and West Warwick	1
4	Cranston, East Greenwich, North Kingstown, and Warwick	1
5	Charlestown, Exeter, Hopkinton, Narragansett, Richmond, South Kingstown, and Westerly	1
6	Barrington, Bristol, East Providence, Jamestown, Little Compton, Middletown, Newport, New Shoreham, Pawtucket, Portsmouth, Tiverton, and Warren	1

An Applicant who applies for a compassion center license may only submit one application per zone. A person or entity cannot be an interest holder (as defined in the Regulations) with respect to more than one applicant/application for a compassion center license per zone. An Applicant may apply for a license in more than one zone provided, however, that if an Applicant is selected for a license in more than one zone, the Applicant must select a single zone in which Applicant will proceed with licensing in accordance with § 1.2(E) of the Regulations, forfeiting their license eligibility in the other zone. Another Applicant will then be selected for the zone or zones which were not selected. Applicants who apply in more than one zone must submit a separate application and separate application fee for each zone they apply to and indicate in each application all applications it has submitted and in which zones. Pursuant to R.I. Gen. Laws § 21-28.6-12 (c)(1)(i), the application fees are nonrefundable, even in instances where an Applicant submits applications in more than one zone.

Pursuant to § 1.2(E)(4) of the Regulations, a selected Applicant may not change or alter its proposed location to another location within the same zone without prior Department approval. A selected Applicant may not relocate or change its proposed location outside of the zone for which they were selected.

Review and Evaluation Criteria

The Department of Business Regulation shall review and evaluate the submitted Applications based upon the criteria set forth in R.I. Gen. Laws § 21-28.6-12(c)(3) and § 1.2 of the Regulations. All Applicants that are deemed “qualified” by the Department shall be eligible for selection.

The Department may require an initial inspection of the proposed licensed premises in order to verify information contained in an Application before deeming an Applicant “qualified” and eligible for inclusion in the selection process.

Final Inspection, Requirements and Deadlines

Selected Applicants must schedule and receive a final pre-license inspection prior to the Department’s issuance of a compassion center license. Additionally, all registry identification card requirements, including completion of national criminal background checks, payment of the \$500,000 licensing fee, and all other licensing conditions and requirements under the Act and Regulations must be satisfied prior to the Department’s issuance of a license. Selected Applicants will have nine (9) months from the date of Application approval to complete the pre-requisites for issuance of the license as described in the Regulations. Once a license is issued, a licensee shall have a period of three (3) months to take reasonable and documented efforts to “launch compassion center activities” as defined in the Regulations. If a selected Applicant or compassion center licensee is unable to meet either of these deadlines, the Department of Business Regulation may rescind its selection/approval and/or revoke the license as described in the Regulations.

Divestiture of Prohibited Financial Interests

Pursuant to § 1.2(F)(7) of the Regulations, a compassion center and any interest holders/key persons thereof may not have any “material financial interest or control” in another Rhode Island compassion center, a cultivator, or a licensed cooperative cultivation or vice versa. Accordingly, disclosure of any such interests and a divestiture plan must be made as required in CC Form 3, Question 4, and Exhibit A.

Merger of Cultivator License

Pursuant to R.I. Gen. Laws § 21-28.6-12(b)(10), if a selected Applicant holds a cultivation license, the cultivation license shall merge into the compassion center license and Applicant shall provide the documents required under § 1.2(F)(3)(b)(7) of the Regulations.

Prohibited Business Relationships

A compassion center licensee and any cardholders under the compassion center license are prohibited from entering into a business relationship with any medical practitioner who provides written certifications of qualifying patients’ medical conditions in connection with the Medical Marijuana Program.

Denial or Disqualification of Application

The Department of Business Regulation may disqualify or deny any Application or decline to issue a license under any of the following circumstances:

- Applicant fails to submit a complete Application, hard copies, and electronic copies including all Forms, Annexes, Exhibits, Documents and Deliverables set forth on the Checklist in Part 2 and the copies with required redactions set forth in Part 3 of this Application.

- The Application contains a material misstatement, omission, misrepresentation, or untruth.
- Applicant fails to submit the Application by the Application Submission Deadline.
- Applicant fails to pay the \$10,000 Application fee prior to the Application Submission Deadline.
- The payment of taxes due in any jurisdiction is in arrears.
- Applicant fails to demonstrate to the Department's satisfaction that it adequately meets the qualifications and requirements outlined in this application, the Act, and the Regulations.
- Applicant fails to pay the \$500,000 license fee pursuant to R.I. Gen. Laws § 21-28.6-12(c)(5)(ii)(A).
- Applicant fails to implement policies, procedures or actions indicated in its Application.

Inventory Limits

If an Application is approved and a compassion center license is issued to Applicant, Applicant will not be permitted to possess or cultivate medical marijuana seedlings or plants unless a variance request is submitted to, and approved by, the Department in accordance with § 1.6.4 of the Regulations. Applicant may include in its Application information about past cultivation experience and may propose to conduct cultivation activities and/or a licensing of premises for cultivation provided, however, that any such cultivation proposals will not be evaluated or considered by the Department as part of initial licensing. Any such cultivation proposal will only be evaluated and considered by the Department at a later date as determined by the Department in accordance with § 1.6.4 of the Regulations. Pursuant to the Act and § 1.6.4 of the Regulations, a licensed compassion center must limit its inventory of medical marijuana and medical marijuana products to reflect the needs of qualifying patients.

SECTION E: Important Notices/Disclaimers

- This Application is an **OFFICIAL DOCUMENT** of the Rhode Island Department of Business Regulation. It **MAY NOT** be altered or changed in any fashion except to fill in the areas provided with the information that is required. Should any alteration or revision of a question occur, the Department reserves the right to deny the Application in its entirety or deem void that specific response and treat that section as unanswered.
- The burden of proving an Applicant's qualifications at all times rests on Applicant. Applicant accepts any and all risk of adverse public notice, criticism, emotional distress, or financial loss that may result from any action with respect to this Application. Applicant expressly waives any and all claims for damages as a result thereof.
- After the Application has been submitted, Applicant may withdraw the submitted Application after written notice to the Department. The Application fee will not be refunded.
- Applicants are generally prohibited from submitting additional information after the Application is submitted unless the Department requests more information, and except in the event that the Applicant must disclose any changes in ownership, interest holders, and/or CC Form 2, Form 3, Form 4 and Form 5 disclosures throughout the entirety of the application and licensure periods.

- The Department may request any additional information or request an inspection of proposed location if it determines it is necessary to process and fully evaluate an Application. Applicant shall provide the additional information, documentation, materials and/or certifications within the time prescribed and at the Applicant's own expense. If Applicant does not provide the requested information within the prescribed time period, the Department may remove the Application from the evaluation process.
- **Applicant is under a continuing duty to promptly disclose to the Department any changes in ownership, interest holders, and/or CC Form 2 Disclosures throughout the entirety of the application and licensure periods.**
- **Proposed changes to interest holders and key persons require the Department's approval pursuant to the variance procedure outlined in the Regulations, provided, however, that no variance which affects a majority change in ownership, control, financial interest and/or compensation/remuneration will be approved prior to conclusion of the first year of licensed activities except upon the Department's determination that public, health, safety or welfare requires such variance.**
- All notices regarding an Application submission will be sent to Applicant's Compliance Officer email address provided on the Application Information Sheet, CC Form 1. Applicant must immediately notify the Department if Applicant's email address changes. Further, Applicant is responsible for ensuring that the email address provided in Form 1 of this application is and remains operational to ensure that all e-mail communications from the Department of Business Regulation are received; e-mails sent by the Department will be presumed to have been received by Applicant.
- All Application submissions become the property of the Department and will not be returned.
- **The Department of Business Regulation's decision to approve, disqualify, or deny an Application is final.**

Part 2 – CHECKLIST FOR ALL FORMS, ANNEXES, EXHIBITS, DOCUMENTS, AND DELIVERABLES

All Forms, Annexes, Exhibits, Documents, and Deliverables set forth below must be included in an Application for Medical Marijuana Compassion Center License. Pursuant to § 1.2(C)(5) of the Regulations, only applications which the Department determines to be complete, including delivery of all completed Forms, Annexes, Exhibits, Documents, and Deliverables, as set forth below, shall be eligible for further evaluation and review. Incomplete applications will be deficient and will not be considered further, and the application fee will not be refunded.

FORM/Exhibit #	Name/Description	Included Yes
CC Form 1	Application Information Sheet, Taxpayer Status, Notices and Affirmations executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Form 2	Disclosure of Owners and Other Interest Holders executed by a duly authorized signatory of Applicant	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Organizational chart	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Schedule of effective ownership interests and compensation/remuneration as described in Section III of the CC Form 2, in compliance with § 1.2(C)(4)(h) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Form 3	Interest Holder Certification Statement executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Form 4	Certification Regarding Nonprofit Status and Compliance executed by a duly authorized signatory of Applicant.	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex A – Nonprofit Documents	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex B – Management Companies	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex C – Vendors	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex D – Contracts	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex E – Related Party Transactions	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex F – Real Estate	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex G – Equipment	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Attached Annex H – Annual Compensation	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Form 5	Disclosure executed by a duly authorized signatory of Applicant of all applications, licenses and/or registrations in any jurisdiction, and any withdrawals, denials, suspensions, revocations, consents orders/agreements and/or other enforcement or regulatory actions in any jurisdiction, including copies thereof in compliance with § 1.2(C)(4)(m)(1) and (2) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>

Application Fee	\$10,000 nonrefundable Application Fee, payable to the General Treasurer, State of Rhode Island, in the form of a cashier's check or money order only in compliance with § 1.2(C)(4)(a) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit A	Disclosure of any material financial interests or control in another compassion center, cultivator, cooperative cultivation or other marijuana establishment licensee, and a plan of divestiture in compliance with §§ 1.2(C)(4)(i) and 1.2(F)(7) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit B	Evidence of appointment of a Compliance Officer for the proposed Compassion Center and including Applicant's legal and operational compliance plan in accordance with § 1.2(C)(4)(l) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit C	Applicant's Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit D	Applicant's Security and Safety Plan with all information and in compliance with § 1.2(C)(4)(d) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit E	Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations	<input checked="" type="checkbox"/> <input type="checkbox"/>
CC Exhibit F	Per § 1.2(C)(4)(f)(1) – (5) of the Regulations, a description of the proposed Licensed Premises, including street address, plat/lot number and zoning district	<input checked="" type="checkbox"/> <input type="checkbox"/>
Submission of Required Electronic and Paper Copies of Entire Application		
Version A – Paper	Complete unredacted signed paper copy of the entire Application	<input checked="" type="checkbox"/> <input type="checkbox"/>
Version A - Electronic	Complete electronic copy of the Version A paper application on a USB thumb drive	<input checked="" type="checkbox"/> <input type="checkbox"/>
Version B - Paper	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	<input checked="" type="checkbox"/> <input type="checkbox"/>
Version B – Electronic	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	<input checked="" type="checkbox"/> <input type="checkbox"/>
Version C – Paper	Complete paper copy of entire application redacted as instructed in Part 3 of this Application	<input checked="" type="checkbox"/> <input type="checkbox"/>
Version C – Electronic	Complete electronic copy of entire application redacted as instructed in Part 3 of this Application on a USB thumb drive	<input checked="" type="checkbox"/> <input type="checkbox"/>

All Forms must be completed in their entirety; if a question or field is “not applicable” Applicant must insert “N/A.” If the correct answer to a particular question is “None” write “None.”

Part 3 – Three (3) Copies of Each Application Required – Digital and Paper – Some Redaction Required

Applicant must submit a hard copy and an electronic copy of three different versions of the Application.

- Version A is the unredacted application.
- Version B includes certain redactions for purposes of public records disclosures.
- Version C will be used for the initial review without identifying information. If this information adequately displays Applicant's qualifications and their ability to meet the license requirements under the Act and the Regulations, then the Department will review the rest of the Application.

It is the responsibility of Applicant to redact all necessary information in accordance with the following instructions.

Application Version A – Unredacted Application:

- (1) A complete, signed paper copy of the completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables; and
- (2) An electronic copy of item (A)(1) (immediately above) on a USB thumb drive.

Application Redacted Version B – Application with Redacted Personal, Financial and Security Information:

- (1) A paper copy of the completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables, redacted as described below to be posted on the Department's website; and
 - (2) An electronic copy of item (B)(1) (immediately above) on a USB thumb drive.
- Leave names of all Owners, Interest Holders and Key Persons visible in the Application.
 - Redact any reference to patient, caregiver or authorized purchaser registration names, addresses, card numbers or cards.
 - Redact any social security numbers and/or federal employer identification numbers
 - Redact all dates of birth and home street addresses as to individual natural persons
 - Redact any bank account numbers and bank account information on any check or other document that is submitted
 - Redact all ownership percentages and dollar amounts, including in the Form 2, Form 4 and schedules/annexes attached thereto
 - Redact all of CC Exhibit C, Applicant's Business Plan
 - Redact all of CC Exhibit D, Applicant's Security and Safety Plan
 - Redact any financial and proprietary information in CC Exhibit E, Applicant's Operations Manual
 - In CC Exhibit F, redact any floor plans/diagrams of the proposed facilities

Application Redacted Version C - Application with Redacted Personal and Interest Holder Information including Names:




- (1) A paper copy of completed Application with all completed Forms, Annexes, Exhibits, Documents and Deliverables, redacted as described below; and
 - (2) An electronic copy of item (C)(1) (immediately above) on a USB thumb drive.
- Redact Applicant's name and all names and addresses of all Owners, Interest Holders and Key Persons.
 - Redact any reference to all names, addresses, registry identification card numbers of all patients, caregivers and authorized purchasers.
 - Redact any social security numbers and/or federal employer identification numbers
 - Redact all dates of birth and home street addresses as to individual natural persons
 - Redact any bank account numbers and bank account information on any check or other document that is submitted

Other than the redacted material, the information provided in the (A), (B) and (C) versions of the Application must be identical.

Part 4 – Compassion Center Required Application Forms

CC FORM 1 – GENERAL CONTACT INFORMATION, TAXPAYER IDENTIFICATION AND AFFIRMATIONS

1	COMPANY NAME (legal name, and any d/b/a name(s), if applicable)	<u>Coastal Compassion Center, Inc.</u>
	Application ZONE#	<p style="text-align: center;"><u>5</u></p> <p>(note separate applications and application fees are required to apply to multiple zones)</p>
2	BUSINESS STREET ADDRESS	<div style="background-color: black; width: 150px; height: 15px;"></div>
3	CITY, STATE, ZIP	<div style="background-color: black; width: 250px; height: 15px;"></div>
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	<u>560 South County Trail</u> <u>(proposed Building C in the Pine Ridge Industrial Park)</u>
5	CITY, STATE, ZIP	<u>Exeter, Rhode Island 02822</u>

6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA	<u>AP: 72 Block: 2 Lot: 10</u>
7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA	<u>10,500 square feet</u>
8	FEIN: (Federal Employer Identification Number)	
9	TELEPHONE NUMBER	AREA CODE NUMBER EXTENSION ()  Ext. _____
10	FAX NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION () <u>n/a</u> - Ext. _____
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION () <u>n/a</u> - Ext. _____
12	COMPLIANCE OFFICER Identification and Contact Information	<p>Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Department reserves the right to contact and/or send notices and other correspondence to Applicant by email and/or post mail. It is Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.</p>
	Name:	Name <u>Thomas Falcone</u>
	Title:	Title <u>President</u>

Updated to 7/16/2020

Mailing Address:	[REDACTED]		
Email Address:	[REDACTED]		
Phone Number	([REDACTED]) [REDACTED]	Ext. _____	
	AREA CODE	NUMBER	EXTENSION
Fax Number (if not applicable, put "N/A")	() n/a -	Ext. _____	
	AREA CODE	NUMBER	EXTENSION


Deleted: Address

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

- ☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.
- ☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.
- ☐ I am currently pursuing administrative review of taxes owed to the state.
- ☐ I am in federal bankruptcy. (Case # _____)
- ☐ I am in state receivership. (Case # _____)
- ☐ I have been discharged from Bankruptcy. (Case # _____)

Coastal Compassion Center, Inc.  [REDACTED]

Name of Taxpayer/Entity Social Security or Federal Tax Identification Number

THOMAS FALCONE PRESIDENT

Updated to 7/16/2020

Mailing Address:	[REDACTED]		
Email Address:	[REDACTED]		
Phone Number	([REDACTED]) [REDACTED] - [REDACTED]	Ext. _____	
	AREA CODE	NUMBER	EXTENSION
Fax Number (if not applicable, put "N/A")	() n/a -	Ext. _____	
	AREA CODE	NUMBER	EXTENSION

Deleted: Address

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.

☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.

☐ I am currently pursuing administrative review of taxes owed to the state.

☐ I am in federal bankruptcy. (Case # _____)

☐ I am in state receivership. (Case # _____)

☐ I have been discharged from Bankruptcy. (Case # _____)

Thomas Falcone

Name of Taxpayer/Entity
Number

[REDACTED]
Social Security or Federal Tax Identification

Updated to 7/16/2020

Mailing Address:	[REDACTED]		
Email Address:	[REDACTED]		
Phone Number	([REDACTED]) [REDACTED]	Ext. [REDACTED]	
	AREA CODE	NUMBER	EXTENSION
Fax Number (if not applicable, put "N/A")	([REDACTED]) n/a -	Ext. [REDACTED]	
	AREA CODE	NUMBER	EXTENSION

Deleted: Address

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

- ☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.
- ☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.
- ☐ I am currently pursuing administrative review of taxes owed to the state.
- ☐ I am in federal bankruptcy. (Case # _____)
- ☐ I am in state receivership. (Case # _____)
- ☐ I have been discharged from Bankruptcy. (Case # _____)

Christopher Soleau *Christopher Soleau*

Name of Taxpayer/Entity
Number

[REDACTED]
Social Security or Federal Tax Identification
Number

Updated to 7/16/2020

Mailing Address:	[REDACTED]		
Email Address:	[REDACTED]		
Phone Number	([REDACTED]) [REDACTED] Ext. [REDACTED]		
	AREA CODE	NUMBER	EXTENSION
Fax Number (if not applicable, put "N/A")	([REDACTED]) n/a - [REDACTED] Ext. [REDACTED]		
	AREA CODE	NUMBER	EXTENSION

Deleted: Address

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

- ☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.
- ☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.
- ☐ I am currently pursuing administrative review of taxes owed to the state.
- ☐ I am in federal bankruptcy. (Case # _____)
- ☐ I am in state receivership. (Case # _____)
- ☐ I have been discharged from Bankruptcy. (Case # _____)

Alexander Dowlatshahi

Alex Dowlatshahi

Name of Taxpayer/Entity
Number

Social Security or Federal Tax Identification

CC Form 1 - AFFIRMATIONS

Applicant hereby understands and affirms the following:

1. The burden of proving an Applicant's qualifications rests on the party applying for the license.
2. The Department of Business Regulation may deny an Application that contains a material misstatement, omission, misrepresentation, or untruth.
3. An Application shall be complete in every material detail.
4. The Department of Business Regulation may rescind its approval of a Compassion Center License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.
5. Regarding the location of the licensed premises, Applicant commits to the following:
 - a. The premises and operations of Applicant shall conform to local zoning requirements.
 - b. The Compassion Center License shall be conspicuously displayed at the licensed premises.
6. Regarding manufacturing, Applicant commits to having any form of manufacturing that uses a heat source or flammable/combustible material approved by the State Fire Marshal and/or the local fire department.
7. Applicant commits to not using any compressed, flammable gas as a solvent in any solvent extraction process, manufacturing or for any other purpose.
8. Applicant commits to not acquiring medical marijuana from anyone other than a licensed cultivator in accordance with the Act and the Regulations.
9. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing marijuana only as permitted in the Act and the Regulations.
10. Applicant understands that the licensed premises may not be within 1,000 feet of the property line of a preexisting public or private school.
11. Applicant hereby acknowledges that its employees covered by the National Labor Relations Act or the Rhode Island State Labor Relations Act have the right to form, attempt to form or join a union in the workplace. Applicant acknowledges that its covered employees may be fairly represented by a union if one is formed. Applicant also acknowledges that its employees have the right to refuse to do any or all of these things and that Applicant may not interfere with, restrain or coerce employees in the exercise of these rights.
12. Applicant understands that a licensed compassion center and any interest holders/key persons thereof may not have any material financial interest or control in another Rhode Island licensed compassion center, licensed cultivator or a licensed cooperative cultivation or in a Rhode Island Department of Health approved third party testing provider and vice versa.

SIGNATURE FOR CC FORM 1

The undersigned attests that Applicant organization understands and will adhere to the all requirements of the Act and the Regulations, including but not limited to those listed above, and that they have the authority to bind Applicant organization to all requirements.

The undersigned Authorized Signatory of Applicant hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes to the entirety of this Application for Medical Marijuana Compassion Center License and shall provide written notice to the Department within thirty (30) days of any change of the information provided herein including all Forms, Annexes, Exhibits, Documents and Deliverables submitted in connection with or as part of the application process; each such notice shall include an updated Form, Annex, Exhibit, Document or Deliverable, as the case may be.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on and information contained in this Application including all Forms, Annexes, Exhibits, Documents and Deliverables submitted herewith, are complete, true, correct and accurate.

AUTHORIZED SIGNATORY SIGNATURE

SIGNATURE:



DATE:

12/14/2020

Print Name: Thomas Falcone

Print Title: President/Director

CC FORM 2

Disclosure of Owners and Other Interest Holders

Name of Applicant/Licensee: Coastal Compassion Center, Inc.

Section I: Owners and Other Interest Holders

List (A.) all persons and/or entities with any ownership interest with respect to applicant/licensee, **and** (B.) all officers, directors, members, managers or agents of applicant/licensee, **and** (C.) all persons or entities with managing or operational control with respect to applicant/licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not, **and** (D.) all investors or other persons or entities with any financial interest whether they have ownership interest or not, **and** (E.) all persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to applicant/licensee, its operations, the license and/or the licensed facilities (all persons and entities described in (A)-(E) being hereinafter individually referred to as an "Interest Holder" and collectively referred to as "Interest Holders").

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level. Attach a separate sheet(s) if necessary.

A. LIST ALL PERSONS AND/OR ENTITIES WITH ANY OWNERSHIP INTEREST IN APPLICANT/LICENSEE (including corporation stockholders, LLC members, and partners if a partnership; this includes parent companies if applicant/licensee is a subsidiary of another entity).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Coastal Compassion Center, Inc.	Title Applicant	SSN/FEIN [REDACTED]	DOB n/a	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) n/a	Own. % Business Associated with n/a		Effective Own. % in Applicant n/a	
Name n/a	Title n/a	SSN/FEIN n/a	DOB n/a	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) n/a	City n/a	State n/a	ZIP n/a	Phone Number () n/a
Business Associated with (Applicant, parent business or sub-entity) n/a	Own. % Business Associated with n/a		Effective Own. % in Applicant n/a	
Name n/a	Title n/a	SSN/FEIN n/a	DOB n/a	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) n/a	City n/a	State n/a	ZIP n/a	Phone Number () n/a
Business Associated with (Applicant, parent business or sub-entity) n/a	Own. % Business Associated with n/a		Effective Own. % in Applicant n/a	
Name n/a	Title n/a	SSN/FEIN n/a	DOB n/a	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) n/a	City n/a	State n/a	ZIP n/a	Phone Number () n/a

Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Own. % Business Associated with <u>n/a</u>		Effective Own. % in Applicant <u>n/a</u>	
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>	
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Own. % Business Associated with <u>n/a</u>		Effective Own. % in Applicant <u>n/a</u>	
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>	
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Own. % Business Associated with <u>n/a</u>		Effective Own. % in Applicant <u>n/a</u>	
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>	
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Own. % Business Associated with <u>n/a</u>		Effective Own. % in Applicant <u>n/a</u>	

B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT/LICENSEE AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name <u>Thomas Falcone</u>	Title <u>President/director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Title (officer, director, manager, etc.) <u>President/Director</u>			
Name <u>Christopher Soleau</u>	Title <u>Vice President/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Title (officer, director, manager, etc.) <u>Vice President/Director</u>			
Name <u>Alexander Dowlatshahi</u>	Title <u>Secretary/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]	
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Title (officer, director, manager, etc.) <u>Secretary/Director</u>			

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>	Title (officer, director, manager, etc.) <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>	Title (officer, director, manager, etc.) <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>	Title (officer, director, manager, etc.) <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>	Title (officer, director, manager, etc.) <u>n/a</u>			
C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).				
<p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>				
Name <u>Thomas Falcone</u>	Title <u>President/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number () [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>	Role, interest, etc. <u>President/Director/CEO</u>			
Name <u>Christopher Soleau</u>	Title <u>Vice President/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number () [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>	Role, interest, etc. <u>Vice President/Director/CFO</u>			
Name <u>Alexander Dowlatshahi</u>	Title <u>Secretary/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Role, interest, etc. <u>Secretary/Director/COO</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>		City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Role, interest, etc. <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>		City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Role, interest, etc. <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>		City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Role, interest, etc. <u>n/a</u>			
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (residence if an individual) <u>n/a</u>		City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Role, interest, etc. <u>n/a</u>			
D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).					
<p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>					
Name <u>Christopher Soleau</u>	Title <u>Vice President/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Interest <u>Investor/Capital Contributor</u>			
Name <u>Alexander Dowlatshahi</u>	Title <u>Secretary/Director</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address (residence if an individual) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number ([REDACTED]) [REDACTED]

Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Interest <u>Investor/Capital Contributor</u>		
Name <u>Virginia Knapp</u>	Title <u>n/a</u>	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Address (residence if an individual) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>Applicant</u>		Interest <u>Lender</u>		
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.				
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.				
Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Name <u>n/a</u>	Title <u>n/a</u>	SSN/FEIN <u>n/a</u>	DOB <u>n/a</u>	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address (residence if an individual) <u>n/a</u>	City <u>n/a</u>	State <u>n/a</u>	ZIP <u>n/a</u>	Phone Number () <u>n/a</u>
Business Associated with (Applicant, parent business or sub-entity) <u>n/a</u>		Interest <u>n/a</u>		

Section II: List all persons (including individuals, firms, partnerships, corporations, limited liability companies, trusts), besides the owners and other Interest Holders previously listed in this Form [2], who/that will loan, give, or otherwise provide money, property interests, equipment, inventory, furniture, licensing or other proprietary rights to or for use in this business, or hold a security interest therein; or who will receive money, profits, proprietary rights or other interests from this business. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

Name	Date of Birth	SSN/FEIN	Interest/Dollar Amount
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

Section III:

- A. Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.
- B. Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant/Licensee, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.
- C. Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant/Licensee, its operations, the license and/or licensed facilities for the last five years.

The organizational chart and accompanying lists should follow the form and structure of the sample charts and lists included with this form.

Updated to 7/16/2020

CERTIFICATION AS TO CC FORM 2

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the "Department" or "DBR") that it/he/she has disclosed to the Department in this Form 2:

(A) With respect to Applicant/Licensee, all persons and entities that:

- (i) Are owners, members, officers, directors, managers, or agents of Applicant/Licensee; and
- (ii) Have/will have managing or operational control with respect to Applicant/Licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not; and
- (iii) Are investors or have any other financial interest therein; and
- (iv) Hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to Applicant/Licensee, its operations, the proposed license, and/or the licensed facilities (any person or entity in the foregoing (i), (ii) and (iii) being herein individually referred to as an "interest holder" and all such persons and entities in the foregoing (i), (ii), (iii), and (iv) being collectively referred to as the "interest holders"); and

(B) To the extent that any interest holder described in (A) above is an entity, all interest holders in that entity until all such interest holders are identified and disclosed down to the individual person level.

The undersigned, after due inquiry, further certifies to the Department that, except for the license that is the subject of this Form 2 and except as permitted under R.I. Gen. Laws § 21-28.6-12(b)(10), no "interest holder" disclosed herein is an "interest holder" with respect to any other license issued by, or license application made to, the Department as to a "marijuana establishment licensee" as defined in R.I. Gen. Laws § 21-28.6-3(17).

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the persons/entities/interest holders described and the certifications made in this Form 2 and that each such notice shall include an updated Form 2.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 2 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

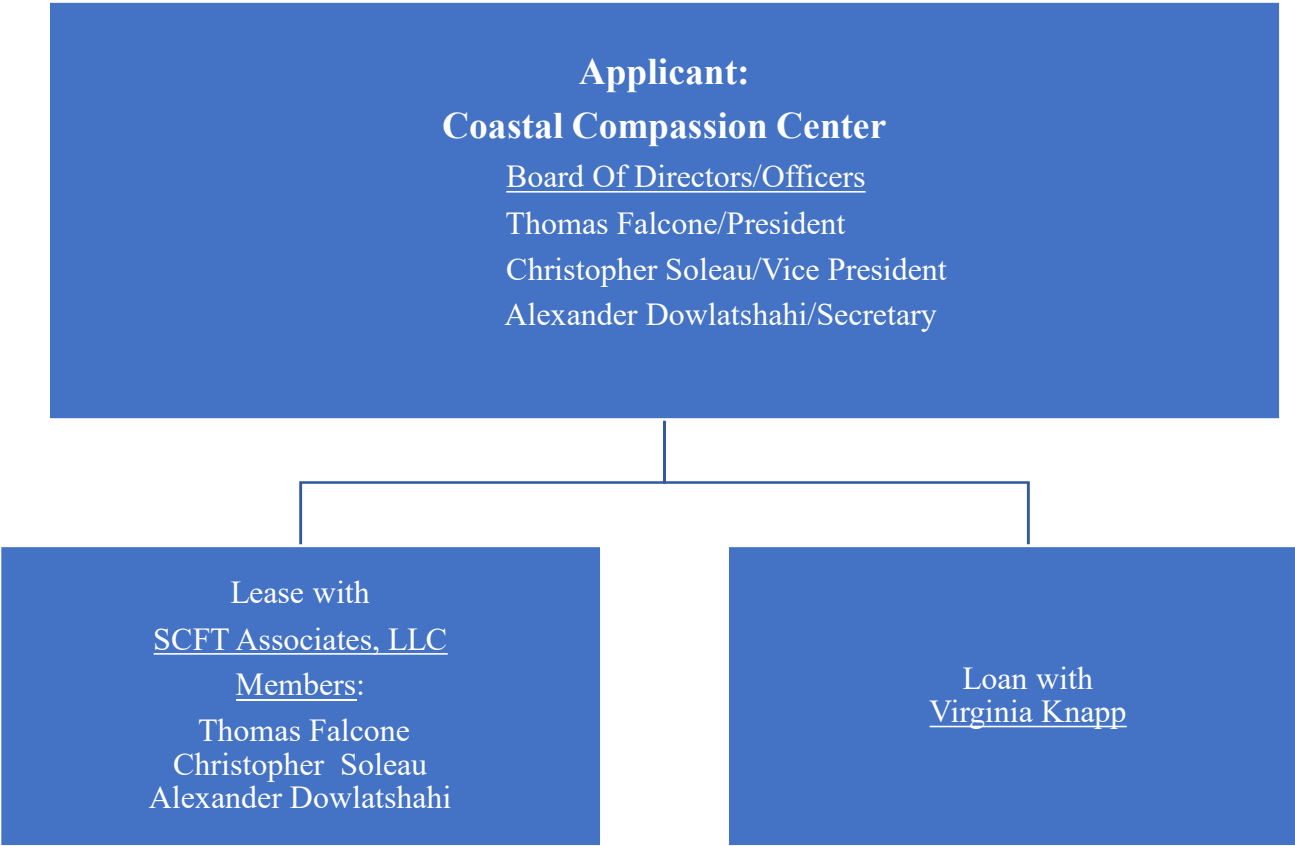
Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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CC Form 2 Section IIIA Organizational Chart



CC Form 2: Section III B and III C

Applicant: Coastal Compassion Center

<u>Owners by Effective Percentage of Ownership</u>	<u>Effective Percentage of Ownership</u>	<u>Capital Contributions, if any</u>
Thomas Falcone		
Christopher Soleau		
Alexander Dowlatshahi		

<u>Directors, Officers, and Key Persons</u>	
<u>Name</u>	<u>2020 Comp</u>
Thomas Falcone	
Christopher Soleau	
Alexander Dowlatshahi	

CC FORM 3**Owners and Interest Holders Certification Statement Form**

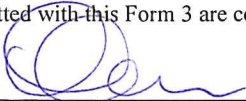
On behalf of Applicant, and with respect to Applicant and each of the Interest Holders/Key Persons described in Form 2, the undersigned certifies as follows:

<p>1. Has the Applicant or any Owner or Interest Holder or any marijuana business entity or its equivalent in which such persons hold or have held an interest or a medical marijuana or other marijuana or cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If "Yes" provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/> <input type="checkbox"/></p>
<p>2. Has the Applicant and/or any Owner or Interest Holder ever been denied a professional license, privilege of taking an examination, or had a professional license or permit disciplined by a licensing authority in Rhode Island or any other state or jurisdiction (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization)? If "Yes" provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/> <input type="checkbox"/></p>
<p>3. Is any Owner or Interest Holder employed by the State of Rhode Island? If "Yes" please describe below.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/> <input type="checkbox"/></p>
<p>_____</p> <p>_____</p> <p>_____</p>		

Updated to 7/16/2020

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Form 3 and that each such notice shall include an updated Form 3.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 3 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

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Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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CC FORM 4
CERTIFICATION REGARDING NONPROFIT STATUS AND
COMPLIANCE

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the “Department” or “DBR”) as follows:

1. Nonprofit Status and Operation

- A. The Applicant/Licensee is and shall be operated on a not-for-profit basis for the mutual benefit of its patients in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Chapter 21-28.6 of the Rhode Island General Laws and the regulations promulgated thereunder.
- B. Compassion centers shall not be organized, structured or operated in a manner that violates R.I. Gen. Laws § 21-28.6-12(f), or which would cause medical marijuana and medical marijuana products to be priced at unreasonable rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).
- C. The Applicant/Licensee is a nonprofit corporation organized, existing and in good standing under the laws of the State of Rhode Island, including the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, as evidenced in Annex A attached hereto, which includes the following documents:
 - i. A written overview of Applicant’s corporate structure as a nonprofit entity, a listing of all board members, officers, and other key persons along with copies of their resumes, job descriptions, roles and duties.
 - ii. Applicant’s nonprofit Articles of Incorporation filed with RI Secretary of State (SOS) in accordance with R.I. Gen. Laws Chapter 7-6;
 - iii. Applicant’s corporate Bylaws;
 - iv. Applicant’s Certificate of Good Standing from the RI SOS; and
 - v. If applicable, documentation evidencing tax-exempt organization status under US Internal Revenue Code.

2. Management Companies and Vendors

- A. All contracts and agreements, including any loan or other financing agreements, with all management companies and vendors shall be on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject services, supplies, equipment, and other goods.
- B. Attached hereto as Annex B is a list of all management companies used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee. This list must also include a list of all persons (names and addresses)

who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

- C. Attached hereto as Annex C is a list of all anticipated vendors used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee of \$100,000 or more per calendar year. This list must also include a list of all persons (names and addresses) who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.
- D. Attached hereto as Annex D are copies of any/all agreements, contracts and proposals with management companies, vendors, or other contractors, including copies of any proposed management agreements, leases, loans, contracts, or any other documentation reflecting the terms and conditions of any relationships and/or interests between the nonprofit entity and these agents, persons, or entities. Applicant must include any subsidiaries/parent companies associated with these agents, persons, or entities in the overview and organizational chart and/or any other entities engaged in similar cannabis activities which have shared owners, officers, directors or key persons.

3. Related Party Transactions

- A. Attached hereto as Annex E is a list of all financial transactions between Applicant/Licensee, on the one hand, and any immediate family member(s)¹ (whether directly or through an entity in which such family member(s) has an interest) of an officer, director, manager or other person having managerial or operational control of Applicant/Licensee, on the other hand.
- B. All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

4. Real Estate and Equipment

- A. Attached hereto as Annex F is a list of all real estate to be purchased or leased by Applicant/Licensee; and
- B. Attached hereto as Annex G is a list of all equipment to be purchased or leased by Applicant/Licensee involving compensation/remuneration of \$100,000 or more per calendar year.
- C. Such purchase and lease transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

¹ "Family members" means and includes a spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and includes adopted, half and step members.

5. Compensation of Officers, Directors and Employees

- A. Attached hereto as Annex H is a schedule of annual compensation as to:
- i. All officers, directors, managers, and other persons having managerial or operational control of Applicant/Licensee; and
 - ii. The ten (10) other persons with the highest-level annual compensation.
- B. Applicant/Licensee is in compliance with the compensation, dividend and loan provisions of the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, including §§ 7-6-26.1, 7-6-31, and 7-6-32.

6. Revenue Sharing

Applicant/Licensee is not and shall not become a party to any revenue or profit-sharing agreements or other arrangements involving sharing of, or compensation/remuneration based upon a percentage of, the compassion center's revenues or profits.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Certification and that each such notice shall include an updated Certification and all annexes hereto.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on this Certification are complete, true, correct and accurate and all applicable information and deliverables required by this form are attached in Annexes A through H.



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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INSTRUCTIONS FOR CC FORM 4 ANNEXES

Attach separate pages for each Annex, A through H, to CC Form 4. If the information to be provided on any Annex is "none", put "none" on that Annex page.

The materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

ANNEX A

i. A Written Overview of Applicant's corporate Structure as a nonprofit entity, a listing of Board Members, officers, and other key persons along with copies of their resumes, job descriptions, roles and duties.

Coastal Compassion Center is a non-profit corporation organized under the laws of the State of Rhode Island with By-Laws governing its purpose, structure and any and all functions and practices. The Board of Directors are Thomas Falcone, Christopher Soleau, and Alexander Dowlatshahi. The Corporate Officers consist of President Thomas Falcone; Vice President and Treasurer Christopher Soleau; and Secretary Alexander Dowlatshahi. Thomas Falcone will also serve as Chief Executive Officer, as well as Compliance Officer. Christopher Soleau will serve as the Chief Financial Officer. Alexander Dowlatshahi as Chief Operating Officer.

The role of Chief Executive Officer will include managing the overall operations and resources of Coastal Compassion Center, acting as the main point of communication between the Board of Directors and operations and being the public face of Coastal Compassion Center.

The role of Chief Financial Officer will include planning, implementation, managing and running of all the finance activities Coastal Compassion Center, including business planning, budgeting, forecasting and negotiations.

The role of Chief Operations Officer will include with overseeing the day-to-day administrative and operational functions of a business. The COO will report directly to the CEO and is considered to be second in the chain of command.

Other key individuals are Darren H. Delaney, the Director of Security; David J. Broccoli, Director of Patient Care; Alicia DeCesare, Quality Assurance Officer and Procurement Agent, Stephanie S. Silva as Director of Patient and Community Outreach and Elvis Macedo as Assistant Quality Control Officer and Assistant Buyer/Procurement Agent.

The Director of Security will oversee Coastal Compassion Center's Security Department and will be responsible for administering and maintaining policies to assure the safety of property, assets, and people in an organization, as well as recruiting, training and scheduling security personnel, and creating disaster and/or crisis preparedness plans.

The Director of Patient Care will facilitate providing patients with any and all information they require about medical marijuana and products offered at Coastal

Compassion Center and otherwise consult with the patient-base to ensure they are getting the exact medicine that they need for their particular illness or affliction.

The Quality Assurance Officer and Procurement Agent will be responsible for procuring the highest quality medical marijuana and product from Rhode Island Medical Marijuana Program Cultivator Licensees.

The Director of Patient and Community Outreach will ensure a great dialogue between Coastal Compassion Center and the neighboring community as to all issues related to the operation of the facility and to consult with patients in offering holistic support, such as yoga and other physical activity programs, and otherwise overseeing patient education in cooperation with the Director of Patient Care.

PLEASE SEE THE BIOGRAPHY SECTIONS AS CONTAINED IN EXHIBIT E TO THIS APPLICATION AND THE RESUMES ATTACHED HERETO AS APPENDED TO THIS CC FORM 4.

THOMAS L. FALCONE

Executive Summary

Professional with more than 40 years of experience in a management capacity. Management experience includes responsibility budget review, control of expenditures and increasing sales as well as improving team performance by overseeing personnel and management, while additionally insuring compliance with policies. Superb at developing excellent customer rapport, resolving problems, and project management.

Also possessing experience in implementing transparent government procedures and practices as well as interpreting regulations.

Professional Profile

- Strong interpersonal and communication skills with a demonstrated ability to develop and maintain sound business relationships.
- Record is one of increased responsibility, proven capability to assume challenging roles, with a creative perspective to complex problem solving.
- Ability to perform in highly visible positions, work under pressure to meet deadlines and, the creative ability to produce strong sustainable results.
- Aggressive and energetic self-starter; equally effective working both independently or as a team member.
- Consistent success in surpassing productivity and performance objectives.

Professional Background

Managing Member

PF Development, LLC.

Real Estate Development Company

2017 to 2019

Interim Executive Director

Tech Collective

2016 to 2016

Director of Technology Solutions

Automated Business Solutions

2015 to 2016

Headed a start-up team to conceive, plan, and execute the launch of an IT Services Division within Automated Business Solutions in a 12 month period. Duties included development of a service catalog, business partner contract negotiations, development of pricing model, KPI creation and tracking, marketing plan, and sales team training. Beat 12 month implementation target date by 2 months exceeding sales revenue projections by 10%.

Executive Director of the Joint Committee on Legislative Services

The Rhode Island Legislature

2010 to 2014

Under the direction of the Joint Committee on Legislative Services, the JCLS Executive Director oversees all functions of the Administrative Office that is responsible for the overall day-to-day operations of the General Assembly. That includes matters pertaining to personnel, payroll and benefits, operations, purchasing, legislative

grants, and accounts payables. The JCLS office prepares and submits the annual budget of \$37,000,000.00 and oversees the finances of the Legislature.

JCLS is responsible for the purchasing function, the upkeep and maintenance of the legislative offices in the State House, the disbursement of supplies to the various offices of the JCLS, and is responsible for repairs to equipment and furnishings of the Legislature. All payables of the Legislature are processed by utilizing the state's financial system (RI FAN). In addition to supporting the permanent and seasonal employees of the Legislature, the JCLS office also provides assistance to individual legislators in a number of areas, including payroll and benefit information, supply and stationary requests, out of state travel arrangements, mileage reimbursements and other operating needs.

Deputy Chief of Staff to the Speaker of the Rhode Island House of Representatives **2010 to 2010**
The Rhode Island Legislature

Under the Direction of the Chief of Staff, responsible for the management and oversight of the House Staff and the needs of the Speaker of the Rhode Island House of Representatives to operate an effective Legislative operation

Senior Project Coordinator **2009 to 2010**
Rhode Island General Assembly

Evaluate Legislative grant applications, Coordinate and maintain records for special events and operations personnel for the Speaker and Majority Leader of the Rhode Island House of Representatives.

Founder/CEO **2003 to 2008**
Jefferson Financial Services, Warwick, Rhode Island

Started Rhode Island based National mortgage lending company.
Manage all day to day operations in compliance with National banking environment.
Analyzed economic conditions, business trends, industry trends, and potential markets.
Directed and coordinated activities to implement company policies, procedures, and practices concerning granting and extending of mortgage loans.
Analyzed past, present, and expected operations encompassing the entire scope of business.
Worked directly with inside and outside sales force including recruiting, training, and mentoring.
Facilitated meetings at all levels and areas of management to set strategic planning, goals, objectives, and company metrics for performance measurement.

Managing Member **2003 to 2008**
Vermont Holdings, LLC.

Commercial Real Estate Development Company

CEO **1997 to 2008**
Kentom Inc. Warwick, Rhode Island

Rhode Island Real Estate Holding Corporation

Co-Founder Director of Operations **1993 to 1999**
American Money Centers Warwick, Rhode Island

Responsible for development and implementation of Loan Origination and Automation Software Systems.
Oversee all aspects of Compliance Department, maintaining multi-state licensing regulations.
Developed all marketing themes for direct mail campaigns.
Managed Loan Officers, and telephone scripts and sales strategies.
Developed protocols for processing and underwriting. Maintained Lender / Investor relations.

Education

LaSalle Academy 1977

Roger Williams College 1978

Additional study and course work in Insurance, Real Estate, and Mortgage Banking

Board Participation

Board of Directors – Blue Cross Blue Shield of Rhode Island	2004 to 2009
Board of Directors – The Light Foundation	2005 to Present
Member at Large Rhode Island Democratic State Committee	2014 to Present

Executive Summary

Results-driven, committed Insurance Executive with 30+ years of leading industry expertise. Facilitator, leader and skilled collaborator possessing an effective combination of administrative, sales, marketing, leadership, and cross-functional team building skills with a proven track record for fundraising, networking, and building solid business partnerships. Management experience includes owning and operating multiple business entities, spearheading strategic direction, long range planning, budget review, sales, as well as leadership of personnel and management, while additionally insuring compliance with policies.

Core Competencies

Healthcare Insurance Benefits | Healthcare Administration | Healthcare Financial Services

Professional Background

ALTERNATIVE HEALTHCARE SOLUTIONS |

2004 – Present

❖ *President | CEO*

A skilled managing general agent and consultant providing visionary insurance alternatives for employer sponsored employee benefit plans. Specializing in ERISA based self-funded, split funded and level funded, life, medical, dental, disability, employee wellness programs, property and casualty insurance solutions for brokers, agents, third-party administrators and employers in the New England area. Proudly, working with a 30+ year foundation of solid strategic professional relationships within the third-party administrator and A-rated insurance carrier community. Adept Physician contracting agent with years of experience analyzing and negotiating quality care and discounts on behalf of insured employees.

DIVERSIFIED GROUP BROKERAGE

1996- 2004

❖ *Vice President 2002- 2005*

❖ *Director of Business Development - 1999– 2002*

❖ *Sales Agent – 1994 - 1999*

A third-party administrator helping employers manage current risks and future costs of their health care plans by utilizing self-funded insurance options. An advocate for client partner health plans and their beneficiaries, striving to preserve plan affordability while maintaining quality access and care. Through extensive service offerings manage every aspect of the health plan, from design and administration to proactive cost control solutions.

- Collaborate with and deliver market intelligence, strategy and initiatives to brokers and agents for renewal and prospective business.
- Analyzing client specific risk exposure, plan design, coverage gaps and highlighting coverage options and program enhancements.
- Create innovative placement approaches to drive down healthcare premiums by as much as 30%-40%.
- Aggressively negotiate premiums, coverage enhancements, commissions and existing coverages with carriers.
- Analyze and compare carrier quotes, demonstrate value, provide guidance, review contracts, policies and bind coverages.

MERCHANT MARINE CAPTAIN

1991 – Current

❖ OUPV License

Experienced Captain, Fisherman and Industry Professional with extensive knowledge driven to provide a safe, enjoyable and memorable experience for all passengers. Experience with motor yacht and sportfish, specializing in offshore and deep-sea expeditions. Duties include the marketing, managing, maintaining, and overseeing of complete operation of private, commercial and charter vessels up to 80 feet in length adhering to all boating regulations. Oversee crew selection and management, procurement, repairs, and logistics for remote locations throughout the Atlantic, Pacific, Gulf of Mexico and Caribbean Sea. Develop and implement vessel safety & training plans. Extensive mechanical, electrical, diesel, tackle and gear system set up experience. Skilled coordinator and project manager for vessel improvements and upgrades.

Education

University of Rhode Island 1990-1994 | Bridgton Academy 1988-1989 | Glastonbury High School 1984-1988

Alexander Dowlatshahi



SKILLS & COMPETENCIES

- Competent in sales techniques, marketing strategies and promoting and selling homes that meet customer's expectations
- Licensed real estate agent who professionally represents buyers and sellers in real estate transactions.
- Knowledgeable of paperwork, State's laws, court regulations and procedures in the real estate industry
- Excellency in providing customer and personal services, and meeting quality standards for services.
- Experienced in supervising and training new employees
- Motivated and dedicated individual who works well as part of a team or an individual basis
- Excellent organizational and time management skills to oversee and complete new projects

PROFESSIONAL EXPERIENCE

RE/MAX Professionals	East Greenwich, RI	1/2020 – Present
Keystone Realty	Narragansett, RI	3/2016 – 12/2019
<i>Real Estate Agent</i>		

- Prepare paperwork such as contracts, purchase agreements, closing statements, deeds, and leases.
- Present purchase offers to sellers for consideration.
- Act as an intermediary in negotiations between buyers and sellers.
- Generate lists of properties that are compatible with buyers' needs and financial resources.
- Sell, for a fee, real estate owned by others.
- Obtain agreements from property owners to place properties for sale with real estate firms.

Gashy's Construction	Cranston, RI	5/2013 – Present
Green Hill Builders of RI	Narragansett, RI	4/2016 – Present
<i>Construction Foreman</i>		

- Assist in planning, scheduling, or coordinating construction project activities to meet deadlines.
- Assist in the supervision of workers at the construction site
- Operate machinery as a loaders, excavators and backhoe as needed
- Assist in the installation of septic systems
- Purchase and delivers supplies to the different construction sites
- Consult with buyers on specific requests for finished work

Pine Ridge Driving Range	Exeter, RI	5/2011 – 10/2013
<i>Owner/Manager</i>		

- Assisted and provided customer service to patrons
- Ensured that all equipment met safety guidelines
- Kept an organized and clean environment
- Ensured the place run efficiently and met the patron's expectations
- Operated the cash register and make all the bank deposits as needed

EDUCATION

Rhode Island College	2009 - 2011
Community College of Rhode Island	2007 - 2009
East Greenwich High School	2007



Summary of Qualifications:

- Extensive experience in development, planning and implementation of police and security administrative programs, policies and procedures.
- Extensive experience in preparing and managing budgets.
- Graduate of the United States Secret Service basic and advanced Dignitary Protection Academy.
- Professional leadership skills with reviewing security and safety policies, procedures and culture.
- Extensive experience in dignitary protection and safety.
- Federal Bureau of Investigation (FBI) National Secret Security Clearance.
- Extensive training and experience working with the news media.
- Excellent communication and time management skills.
- Self-starter capable of motivating others and team work oriented.

Education:

- 2009: **Master of Science, Administration of Justice**
Anna Maria College — Paxton, Massachusetts
- 1998: **Bryant College Center for Management Development**
Police Leadership Development.
Bryant University- Smithfield, Rhode Island
- 1990: **Bachelor of Science, Administration of Justice**
Roger Williams University — Bristol, Rhode Island
- 1984: **Associate of Science, Administration of Justice**
North Shore Community College— Beverly, Massachusetts

Experience:

- 8/14 to 10/14 **Executive Asset Solutions Executive Service Specialist**
Provide close personal protection for executives and family. Conduct security and safety assessments for staff and corporate facilities.
- 10/14 to Present: **Director of Executive Asset Solutions and Corporate Safety**
Responsible for day to day security and corporate safety operations for a major Fortune 500 Company. Responsible for safety and security for over 4000 employees at 10 locations around the United States and England.
- 02/14 to 06/14: **Cranston Public School Safety Coordinator**
The Cranston Public School Safety Coordinator supports the district's efforts to be compliant with all federal, state and local regulations concerning school safety. The coordinator works with the school administration and the Cranston Police Department to review and revise current policies, procedure and protocols and to implement effective solutions concerning the overall security and safety of the school community.

- 01/12 to Present: **President, Delaney & Associates Consulting Security, LLC.**
A multi-discipline consulting firm with expertise in national regulatory compliance standards and policy implementation. Also provides security vulnerability assessments, emergency preparedness planning for incidents such as workplace violence, sexual harassment and active shooter situations, business continuity planning and safety & security training to a wide range of clients. These clients include federal and state agencies and authorities, local municipalities, and commercial organizations.
- 02/12 to Present: **Adjunct Criminal Law Professor, New England Institute of Technology**
Instruct numerous courses in Criminal Justice at the under graduate and graduate level.
- 01/11 to Present: **Adjunct Criminal Law Professor, Justice System Training & Research Institute School of Justice Studies, Roger Williams University.**
Instruct numerous courses to Criminal Justice professionals around New England.
- 12/09 to 02/12: **Captain, District "A" Commander – Patrol Bureau**
Responsible for the supervision of all patrol barracks and troopers, Commercial Enforcement Unit, Division's Special Service Units, Night Executive Officers and troopers assigned to T.F. Green Airport Barracks and Emergency Management.
Supervised Divisions compliance for The Commission on Accreditation for Law Enforcement Agencies, Inc.,
- 07/07 to 12/09: **Lieutenant, Operations Officer – Patrol Bureau**
Responsible for certifying the operational readiness and preparedness of the Division's Special services, including Canine Team, Marine/Dive Unit, Motorcycle Team, Honor Guard Team, Tactical Team and Crisis Negotiation Team. Also responsible for statewide activations of AMBER Alert and the search for Missing Persons under the Emergency Operations Plan (EOP) for the State of Rhode Island. In addition, assigned to the Rhode Island Emergency Management Agency and served on several committees to include; the Rhode Island Incident Management Task Force, Medical Emergency Distribution System Working Group, Hurricane Evacuation Working Group, Emergency Management Advisory Council, Homeland Security Working Group, Weapons of Mass Destruction Working Group and Rhode Island Task Force 2, Wilderness Search and Rescue.
- 10/05 to 07/07: **Lieutenant, Patrol Commander, Hope Valley Barracks- Patrol Bureau**
Responsible for the Supervision of all assigned Division members and the barracks daily operations as well as maintaining the barracks infrastructure. Also responsible for the same duties at the Exeter Patrol Barracks.
- 06/03 to 10/05: **Lieutenant, Night Executive Officer- Patrol Bureau**
Responsible for the supervision of all sworn and civilian personnel working during the night shift from 8:00 PM to 8:00 AM. Coordinated all field activities by directing major investigations and responding for all significant law enforcement incidents.
- 8/99 to 6/03: **Sergeant, Assistant Patrol Commander, Lincoln Woods Barracks-Patrol Bureau**
Responsible for the Supervision of all assigned Division members and the

barracks daily operations and investigations as well as maintaining the barracks infrastructure.

3/98 to
8/99: **Non-Commissioned Officer, Corporal, Exeter Patrol Barracks-Patrol Bureau**

Developed grant, budget and implemented the Exeter Resident Troopers Program. Acquired a new facility for a patrol Barracks and provided the Town of Exeter with full time police coverage. Developed and implemented several community policing programs such as; Exeter Crime Watch, Juvenile Hearing Board.

02/95 to
11/96: **Detective-Detective Bureau**
Assigned to the Detective Bureau investigating all types of serious crimes associated with distribution of illegal narcotics, stolen automobiles, white color crime, organized crime and fugitives.

01/87 to
02/95 &
11/96 to
3/98: **Trooper, Patrol Bureau**
Uniformed trooper serving at all barracks throughout the State and responsible for the following: Providing patrol and traffic enforcement; conducting accident and criminal investigations; emergency medical care and responding to all hazardous incidents. Assignments also included special details and providing security for dignitaries. Received numerous citations and commendations while assigned to the patrol bureau.

03/85 to
09/86: **Police Officer, Boxford Police Department, Boxford, Massachusetts.**
Provided patrol and traffic enforcement; conducted accident and criminal investigations; emergency medical care and other police services.

Professional Organizations / Special Skills:

02/92 to
01/12: **Master Instructor, Training Academy**
Responsible for the following: Planning, coordination, organization and administration of the defensive tactics and use of force program for recruit and in-service training. Also planning, coordination, organization of the Community Policing program for the State Police.

02/93 to
01/12: **Master Instructor, Assistant Training Coordinator, New England State Police Administrative Conference (NESPAC)**
Represent the Rhode Island State Police at all NESPAC Training Committee meetings concerning training schools hosted within the six (6) NESPAC states.

11/92: **Federal Bureau of Investigation (FBI) National Instructors Academy Development Training**
Naval Education and Training Center, Newport, Rhode Island

1986: **Rhode Island State Police Training Academy**
Foster, Rhode Island

Specialized Training

- 2012- Promoted to 10th Degree Black Belt/Grand Master GARDA Defensive Tactics System
- 2010- New England State Police Intelligent Network (NESPIN) 2010 Conference on Officer Safety
- 2010-United States Secret Service Dignitary Protective Seminar 208-10.
- 2009- Spectator Sports Safety and Security, Sports Event Risk Management workshop
- 2008- WMD/Terrorism Incident certification
- 2007- Rhode Island State Police Media Relations Boot Camp
- 2006- NESPAC Master Instructor Certification
- 2006- NESPAC 80 hour Defensive Tactics Instructor Trainer Certification
- 2005- International Physical Security for Government Facilities Certification
- 2005- Rhode Island Emergency Management Agency- Exercise Evaluation Course G130-12hr
- 2005- NERRTC, DHS and ODP Enhanced Threat and Risk Assessment Course
- 2005- Prevention and Response to Suicide Bombing Incidents, Performance level Training Course
- 2004-2006- Rhode Island Emergency Management Agency: ICS-100, ICS-300, ICS-400, ICS-800
- 2004- NERRTC, DHS and ODP- Threat and Risk Assessment Course
- 2004- Keene State College- Current Issues & Initiatives in Homeland Security Training Course
- 1999- Pressure Point Control Tactics
- 1999- Certified Instructor of NESPAC training programs
- 1998- Bryant College Center for Management Development Police Leadership Development
- 1998- NESPAC 80 Hour Non-Commissioned Officers Academy
- 1997- NESPAC 40 hour Field Training Officers School
- 1994- Massachusetts Governor's Alliance-Media, Marketing & Madness Conference
- 1994- U.S. Department of Transportation National Highway Traffic Safety Administration- Public Information Workshop Instructor Development Training Certification
- 1995- NESPAC Command Staff Training- Community Policing
- 1995- Pressure Point Control Tactics Management System, Inc.- Defensive Tactics System Instructor
- 1995- Rhode Island State Police Basic Detective School
- 1992- The International Society of Crime Prevention Practitioners, Inc. Certified Crime Prevention Specialist.
- 1992- FBI, Law Enforcement Officers Training School, Instructor Development
- 1991- CAS- Expandable Baton Certification

David J Broccoli, PharmD

BACKGROUND

Registered pharmacist in the State of Rhode Island and the Commonwealth of Massachusetts with 5 years' experience in retail and specialty pharmacy and 1 year's experience in managed care.

EDUCATION

University of Rhode Island, Kingston, RI
Doctor of Pharmacy, May 2014
Spanish Minor, May 2014
Summa Cum Laude
Dean's List

PHARMACY EXPERIENCE

Clinical Pharmacist, Neighborhood Health Plan of Rhode Island, Smithfield, RI Apr 2019 - present
Review prior authorization and organization determination requests while maintaining fiduciary duties to both state and federal governments. Uphold prior authorization criteria, clinical medical policies, and other policies and procedures to ensure members receive safe, appropriate, and cost-effective pharmaceutical care. Aid in the creation and maintenance of policies and procedures to ensure proper day-to-day functionality of pharmacy team operations. Partake in creating and realizing pharmacy and medical cost-saving initiatives. Research and present drug facts and literature to the Pharmacy and Therapeutic's Committee.

Pharmacy Manager, Walgreens Local Specialty Pharmacy, Providence, RI Jul 2014- Apr 2019
Supervised, mentored, and coached a 10-member pharmacy team to ensure patients received high quality and effective pharmaceutical care. Responsible for staff's adherence to standard operating procedures, maintenance of pharmacy records and pharmacy upkeep. Responsible for maintaining drug inventory, including controlled substances, and reporting any discrepancies to local and federal governments as required by law. Upheld policies and procedures to prevent illicit drug diversion and abuse. Assisted staff in the clinical management of patients with specialized disease states, including: Oncology, Hepatitis C, HIV, Organ Transplant, Cystic Fibrosis, Iron Overload, and Chronic Inflammatory Disease. Performed weekly audits of specialty prescriptions and mail-order prescriptions to ensure claim accuracy and adherence to URAC quality standards. Verified the accuracy, safety and therapeutic appropriateness of prescriptions entered into the pharmacy database. Dispensed medications to patients and provided medication counseling, self-care recommendations, immunizations and basic health screenings. Answered phone calls and provided customer service and pharmacotherapeutic recommendations to patients, physicians and other medical professionals.

Staff Pharmacist, Part-time, Omnicare Pharmacy, Coventry, RI Aug 2014 - May 2016
Verified the accuracy, safety and therapeutic appropriateness of physicians' orders, IV orders and prescriptions entered into the pharmacy database. Answered phone calls and provided customer service and pharmacotherapeutic recommendations to nurses, physicians and other medical professionals. Oversaw pharmacy operations and staff while on duty.

LANGUAGES SPOKEN

English: Native Proficiency
Spanish: Professional Working Proficiency
Italian: Limited Working Proficiency

PROFESSIONAL LICENSURE



Alicia DeCesare

OBJECTIVE

To obtain a position within the medical cannabis industry that allows me to expand my years of research and dedication to learning the healing powers of the plant.

CERTIFICATIONS



RELEVANT EXPERIENCE

08/11 -- Present

Cannabis Cultivator / Processor

- Detailed knowledge of soil, hydro and aeroponic systems
- Knowledgeable of vast assortment of soils and growing mediums
- Working knowledge of nutrient requirements for sativa, indica and hybrids
- Experience in an assortment of lighting strategies including HID & LED
- Expertise in trimming and manicuring for optimal shelf appeal
- Strong working knowledge of extraction methods and procedures
- Proficiency in edible and topical preparations

Conditions that I have assisted patients with include:

- Cancer
- Crohn's Disease
- Epilepsy
- PTSD
- Chronic Pain & Nausea
- Anxiety

REFERENCES

Available upon request.



STEPHANIE S. SILVA

PROFILE

Results-driven, proactive, and resourceful professional with over 20 years of experience. Possessing effective combination of administrative, sales, marketing, leadership, and team building skills. Proficient collaborator interfacing with executive leadership, human resources, facility managers, and cross-functional teams. Adept at managing multiple projects to deliver revenue and efficiency increases. Bringing to the table a reputation for self-motivation, creativity, and initiative to achieve both personal and professional goals.

CORE SKILLS

Business Development | Marketing | Client Relations | Leadership | Employee Retention | Sales | Customer Relations
| Account Management | Cross-functional Coordination | Presentation & Public Speaking | Health & Safety
Compliance | Policy & Procedure Development |

PROFESSIONAL EXPERIENCE

Thayer Corporation | Auburn, ME | March 2014 to August 2020

Occupational Safety & Health Coordinator | 2018—2020

Leadership team member for HVAC mechanical contractor offering design build/service solutions for commercial facilities. Developed and executed company-wide safety & health initiatives, policies, and procedures. Coordinated insurance, safety/emergency plans, site inspections, and employee evaluations.

- ▶ Developed annual, quarterly, and monthly wellness/safety initiatives and incentives reducing workers compensation MOD rate from .98 to .75.
- ▶ Produced, and coordinated continued health and safety training for 40+ off-site employees.
- ▶ Created and implemented HQ facility and employee equipment safety inspection programs, procedures, and emergency action plan.

Director of Business Development | 2016—2018

Lifespring Microclimates, LLC, Subsidiary of Thayer Corporation

Spearheaded business development efforts for start-up subsidiary. Worked with cross-functional team delivering commercial cannabis cultivators actionable guidance for design and establishment of efficient, code-compliant agriculture, processing, and laboratory facilities. Conducted nationwide research, identification, and initial communication with pending State Cultivation License application holders.

- ▶ Developed and delivered \$11M+ design build opportunity.
- ▶ Designed and launched dual company websites, social media platform, and digital marketing efforts.

Maintenance Sales Representative | 2014—2016

Identified, targeted, and sold HVAC preventative maintenance service agreements to commercial organizations. Completed on-site HVAC equipment inspections, photographs, asset lists, and job site safety hazard analysis. Prepared and presented financial proposal detailing operating costs, efficiency opportunity, potential savings, and forecasted replacement schedule and costs.

- ▶ Managed and grew sales territory supporting 200+ active relationships and prospects.
- ▶ Completed LINC 40-hr MSR sales training, implementing franchise action plan into territory.

Maine Integrative Healthcare | Manchester, ME**April 2012 to December 2014**Patient Advocate, Project Coordinator & Yoga Therapist

Facilitated supportive patient relationships and day to day operations for integrative family medical office specializing in prescription medical marijuana for infant to senior patient population. Maintained accurate medical records, coordinated patient scheduling, and prepared patient/provider correspondence.

- ▶ Coordinated design and launch of new company website and constant contact initiative overseeing content creation while managing regular site maintenance, email marketing, and communications.
- ▶ Maintained onsite yoga studio working with physician referred patients providing instruction to relieve discomfort caused by structural imbalance, myofascial restriction, illness, injury, and stress.

Elevate, LLC. | Winthrop, ME**August 2011 to Current**Owner/Instructor

Founded and managed day to day operations of holistic health services company providing yoga education, classes, and massage therapy. Developed and executed services and class programs, marketing campaigns, and membership recruitment efforts. Oversaw facility management ensuring safe and peaceful environment.

- ▶ Specialized training, certification, and services for treatment of TMJD and Lymphatic Disorder.

Premier Realty | Gardiner, ME**June 2008 to June 2012**Real Estate Broker

Assisted buyers and sellers with property transactions, advising on pricing, market outlook, mortgages, etc.

Diversified Group Brokerage | Marlborough, CT**1988 to 2005**
Dental Claims Examiner | Client Corporate Fitness & Health Coach | Cobra Administrator | Section125 Administrator | RX Plan Administrator | Administration Department Supervisor | Sales & Marketing

Progressed through multiple positions for independent third-party employee benefits administrator delivering exceptional client support, and supervising teams of up to 18.

EDUCATION

Master of Science | Kinesiology | University of Connecticut | 1998

Bachelor of Science | Business Administration | Keene State College | 1995

Associate of Science | Occupational Health & Safety | Keene State College | 1995

LICENSING & CERTIFICATIONS

Certificate | OSHA 30 | 2018

License | Massage Therapist | Advanced training in MLD & TMJ | State of Maine | 2018-Current

Certificate | Yoga Instructor | White Lotus Foundation | 2011

License | Real Estate Agent | 2008—2010 | Associate Broker | 2010—2012

License | Real Estate Broker | 2012-2016 (Inactive)

License | Producer- Life & Health Insurance Products | State of Connecticut | 2003—2007

Certificate | Personal Trainer | American Council on Exercise | 1992—2001

ELVIS MACEDO

Highly motivated with 5 years Experience in Cannabis industry 2+ in management



WORK EXPERIENCE

Real Estate Agent

Williams & Stuart Real Estate - Cranston, RI

August 2019 to Present

- Prepare documents such as representation contracts, purchase agreements etc
- Accompany buyers during visits to and inspections of property, advising them on the suitability and value of the homes they are visiting based on current market conditions
- Advise sellers on how to make homes more appealing to potential buyers increasing average selling prices
- Compared properties with similar properties that had recently sold to determine competitive market prices
- Promoted sales of properties through advertisements, open houses, multiple listing services and other online advertising platforms
- Interviewed clients to determine what kinds of properties they were seeking and generated lists meeting those requirements from available properties
- Develop positive and trusting relationships with customers by addressing individual needs

Dispensary Assistant Manager

Thomas C. Slater Compassion Center - Providence, RI

March 2018 to September 2020

- Assisted manager with interviews and hiring of all sales staff
- Oversaw 30 patient advisors including scheduling, job training and daily duties
- Handled patient complaints and discrepancies
- Created and implemented daily specials and promotions
- Researched benefits and other characteristics of new medicinal strains and products to educate sales staff
- Open and closing duties such as setting up display cases, counting and closing register drawers
- Study latest medicinal cannabis studies and breakthroughs for particular ailments and disease
- Train all new employees how to operate Point of Sale
- Worked closely with inventory and production to ensure the sales floor is stocked with product
- Designed and ordered all non medicinal merchandise
- Acted as liaison between sales staff and all other departments
- Daily problem solving in all areas of sales and marketing (also IT, software troubleshooting)
- Created events for patients to participate in such as Community clean-up, fundraising efforts and food
- Knowledge of inventory functions, transferring products, adjusting price
- Basic knowledge of website and how to navigate, remove items from menu, adjust price, change description, send specials etc
- implemented a Kiosk Express system and taught patients how to use.
- implemented online ordering system and outdoor drive thru (COVID-19)
- Acted as Interim Manager (march 2020-august 2020)

Team Leader

Thomas C Slater Compassion Center - Providence, RI

October 2017 to March 2018

- Support managers and performs management duties when manager is absent or out of office
- Answer questions, help with problems, and oversees team work for quality and guideline compliance
- Provide encouragement to team members, including communicating team goals and identifying areas of improvement
- Provides quality customer service, including interacting with customers, answering customer enquiries, and effectively handling customer complaints
- Helped create merchandise (apparel, accessories etc)

Patient Advisor

Thomas C. Slater Compassion Center - Providence, RI

January 2016 to October 2017

- Research benefits and other characteristics of new strains and products
- Continuously enhancing knowledge of cannabis and current regulations
- Advise over 90+ patients daily on what products would best suit their medical needs
- Open and closing duties such as setting up display cases, counting and closing register draw, cleaning displays
- operate a POS
- worked closely with management to ensure inventory is stocked to fulfill needs of patients
- Maintain an efficient flow while ensuring patient needs are being met



EDUCATION

High school diploma or GED in General Studies

William E Tolman Senior High School - Pawtucket, RI

August 2008 to April 2011



SKILLS

- **Logistics**
- **Employee Orientation**
- **Sales**
- **Customer service (8 years)**
- **Scheduling (2 years)**
- **Management Experience (3 years)**
- **Employee Training (3 years)**
- **Software Troubleshooting**
- **Communications**
- **Interviewing**



LANGUAGES

- Cape Verdean Creole - Fluent
- Spanish - Intermediate



CERTIFICATIONS AND LICENSES

Real Estate License

- ii. Applicant's nonprofit Articles of Incorporation filed with RI Secretary of State (SOS) in accordance with R.I. Gen. Laws Chapter 7-6.**

(See next page)



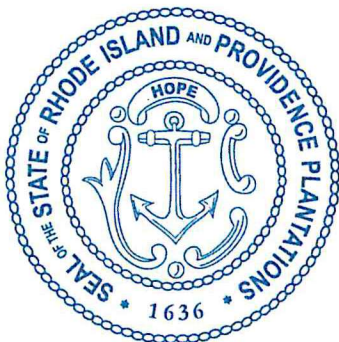
State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

Date: December 10, 2020

Coastal Compassion Center, Inc.
(3 Pages)

A TRUE COPY WITNESSED UNDER THE SEAL OF THE
STATE OF RHODE ISLAND

Secretary of State



By Nellie M. Gorbea



**State of Rhode Island
Office of the Secretary of State**

Fee: \$35.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Non-Profit Corporation
Articles of Incorporation**

(Chapter 7-6-34 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is Coastal Compassion Center, Inc.

ARTICLE II

The period of its duration is X Perpetual

ARTICLE III

The specific purpose or purposes for which the corporation is organized are:

TO OPERATE A LICENSED COMPASSION CENTER PURSUANT TO RIGL 21-28-6 THE
EDWARD
O. HAWKINS AND THOMAS C. SLATER MEDICAL MARIJUANA ACT AND FOR ANY
OTHER
LAWFUL PURPOSE.

ARTICLE IV

Provisions, if any, not inconsistent with the law, which the incorporators elect to set forth in these articles of incorporation for the regulation of the internal affairs of the corporation are:

ARTICLE V

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street:

City or Town:

State: RI

Zip:

The name of its initial registered agent at such address is THOMAS FALCONE

ARTICLE VI


The number of directors constituting the initial Board of Directors of the Corporation is 3
and the names and addresses of the persons who are to serve as the initial directors are:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
DIRECTOR	THOMAS FALCONE	

DIRECTOR	CHRISTOPHER SOLEAU	
DIRECTOR	ALEXANDER DOWLATSHAHI	

ARTICLE VII

The name and address of the incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	THOMAS FALCONE	

ARTICLE VIII

Date when corporate existence is to begin

(not prior to, nor more than 30 days after, the filing of these Articles of Incorporation)

Signed this 9 Day of December, 2020 at 7:06:07 AM by the incorporator(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-6.*

Enter signature(s) below.

THOMAS FALCONE

Form No. 200
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

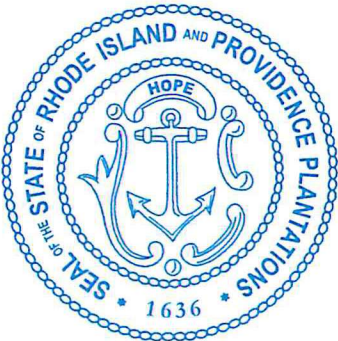
I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 09, 2020 07:03 AM

A handwritten signature in blue ink, reading "Nellie M. Gorbea". The signature is fluid and cursive.

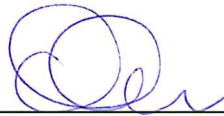
Nellie M. Gorbea
Secretary of State



iii. Applicant's corporate Bylaws

(See next page)

A true copy attest:



Thomas Falcone,
Member of the Board of Directors

COASTAL COMPASSION CENTER, INC.
BYLAWS

(A Not-for-Profit Corporation)

ARTICLE I
Name

The name of this corporation (hereinafter referred to as "CORPORATION") is Coastal Compassion Center, Inc.

ARTICLE II
Offices

CORPORATION shall maintain an office in a place determined by the Board. CORPORATION shall have a registered as required by law.

ARTICLE III
Purposes

Section 1. Mission:

Provide safe, dignified and affordable access to medical cannabis for approved patients in the State of Rhode Island.

Section 2. Vision:

The CORPORATION envisions being a community-oriented, nonprofit organization that provides Rhode Island patients in need with safe access to high quality medicine, wellness services and educational resources.

We foresee Coastal Compassion Center serving as a model facility that operates in full compliance with the law, maintains the highest standards of professional operation and truly serves the needs of patients in our state.

ARTICLE IV
Membership

Section 1. Members. Thomas Falcone, Christopher Soleau and Alexander Dowlashahi

Section 2. Annual Meeting. A membership meeting shall be held once each year at a time and place set by Board of Directors.

Section 3. Voting. All members are entitled to vote at the annual membership meeting.

Section 4. Quorum. At least two members shall constitute a quorum at all membership meetings.

Section 5. Manner of Acting. The act of a majority of members at a meeting at which a quorum is present shall be an act of the membership, except as otherwise provided by law or by these bylaws.

Section 6. Notice. Notice of the annual membership meeting shall be sent to each member by either U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten (10) days before the time set for such meeting, and must include the time, date and place of such meeting. The annual meeting will be held each year at a time and place set by the CORPORATION Board of Directors.

ARTICLE V

Board of Directors

Section 1. General Powers. The property, affairs and business of CORPORATION shall be managed and controlled by its Board of Directors. The Board of Directors may, by general resolution, delegate to officers of CORPORATION and to committees and such powers as provided for in these Bylaws.

Section 2. Number. The number of Directors shall be Three (3) voting members or such other number as may be determined by the Board of Directors from time to time.

Section 3. Meetings. The Board of Directors may provide by resolution the time and place for holding annual membership meetings, regular meetings, or special meetings of the Board. The meetings of the Board of Directors shall be closed except to those persons invited by the President.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the CORPORATION President or by a majority vote of the Member of the Board of Directors.

Section 5. Notice. Notice of any meeting of the Board of Directors shall be sent to each Director by U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten(10) days before the time set for such a meeting, and must include the time, date, and place of such meeting. Any Director may waive notice of any meeting before, at or after such meeting.

Section 6. Quorum. A presence of a majority of the voting members of the Board of Directors in office shall constitute a quorum for the transaction of business at any meeting of the meetings much be approved by a majority of the total Board of Directors before said decisions become official.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided by law or by these Bylaws.

Section 8. Teleconferencing. Meetings of the Board may be conducted by teleconference, conference call, or other electronic means, as permitted by law, provided that all persons can communicate with one another, and all persons are otherwise able to fully participate in the meeting. Votes of the members of the Board of Directors received in such manner shall have the same force and effect as votes at a meeting at which the members of the Board of Directors are physically congregated.

Section 9. Action by Unanimous Written Consent. Where permitted by law, any action required to be taken at a meeting of the Board of Directors or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so take, shall be signed by all of the Directors entitle to vote with respect to the subject matter thereof.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors or any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors. A Director selected to fill a vacancy shall serve the remaining, unexpired term of his or her predecessor in office. Vacancies may be filled or new Directorships created and filled at any meeting of the Board of Directors.

Section 11. Term of Office. The term of office for all elected directors shall be three (3) years. Director shall be permitted to serve more than one term.

Section 12. Nominating Committee. At the first board meeting of the year the President shall designate a Nominating Committee of at least three members. The committee members shall be approved by the Board of Directors. It shall be the duty of this committee to nominate at least one candidate to fill each open office.

Section 13. Elections. The list of nominees as developed by the Nominating Committee shall be presented to the membership for election.

ARTICLE VI

Officers

Section 1. Officers. The Officers of CORPORATION shall initially be a President, Vice President, Secretary, and Treasurer and such other Officers as may be determined by the Board of Directors. The Board of Directors may decide not to fill all offices and they may elect such other Officers as it shall deem necessary and proper, such

Officers to be vested with such authority and to be obligated to perform such duties as shall be prescribed by the Board of Directors.

Section 2. Election and Term of Office. The Officers of CORPORATION shall be elected by the Board of Directors for a two-year term. Officers will have no term limits.

Such election of officers shall be by the affirmative vote of a majority of the Directors in attendance. Incoming Officers shall be elected at the last board meeting of the outgoing officers and shall serve until their successors have been duly elected. When a board member assumes an officer position, his/her term as a board member ends and a new term as an officer begins.

Section 3. Removal. Any Officer may be removed from office at any time by the affirmative vote of two-thirds of the Directors in office, whenever in their judgment the best interest of CORPORATION would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Section 5. President. The President shall be the principal elected officer of CORPORATION. The President shall appoint all standing and special committees, shall serve as a non-voting ex-officio member of all committees, and shall perform such other duties and function as are necessary incident to the office or as may be prescribed by the Board of Directors.

Section 6. Vice President. The Vice President shall assist the President as necessary and appropriate and shall undertake and perform the duties and responsibilities of the office of President if such office is temporarily vacated or if the President is in absentia.

Section 7. Treasurer. The Treasurer shall be responsible for all funds of CORPORATION. They shall be responsible for monitoring and reporting the financial activities of CORPORATION and ensure an annual audit of the financial records. In general the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and shall oversee the keeping, preparation, and filing of all other records required by law or by the policies of the Board of Directors. The Secretary shall be custodian of the corporate records.

ARTICLE VII

Committees

Section 1. Authority. The President, with the approval of the Board of Directors, may designate and appoint standing and d hoc committees and task forces of CORPORATION.

Section 2. Quorum and Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VIII

Inurement

No part of the net earnings of the CORPORATION shall inure to the benefit of, or be distributable to, its Directors, Officers, Committee Members, except that CORPORATION shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

Section 1. Contracts, Checks, Deposits and Funds.

a. Contracts. The Board of Directors may authorize the President of the CORPORATION to enter into any contract, or execute and deliver any instrument in the name of, and on behalf of, CORPORATION, and such authority may be general or confined to specific instances.

b. Checks. All checks, drafts, all orders for the payment of money, notes or other evidence of indebtedness issued in the name of CORPORATION shall be signed by the Treasurer of CORPORATION and in such manner as shall from time to time be determined by resolution of the Board of Directors.

c. Deposits. All funds of CORPORATION shall be deposited from time to time to the credit of CORPORATION in such banks, trust companies, or other depositories as the Board of Directors may select.

d. Funds. The Board of Directors may accept, on behalf of CORPORATION, any contribution, gifts, bequests or devise for any of the purposes set forth in the Articles of Incorporation or Bylaws of CORPORATION.

3. Conflict of Interest. CORPORATION shall not enter into any agreement with any officer, director, members of the board or any corporation in which any director, officer or member of the board has an interest without a unanimous vote of the Board of Directors.

ARTICLE IX

Books and Records

CORPORATION shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and of its Committees.

Section 1. Internal Controls. The Board of Directors shall establish policies and procedures to ensure that property and adequate controls of CORPORATION financial affairs exist.

Section 2. Annual Financial Audit. There shall be an annual audit of CORPORATION financial books and records by a properly accredited independent Certified Public Accountant, to be designated from time to time by the Board of Directors.

ARTICLE X Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the Act, CORPORATION Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI Indemnification

Section 1. General Indemnification. Each member of the Board of Directors and officer of CORPORATION now or hereafter in office, shall be, and hereby is indemnified by CORPORATION against any and all personal liability and reasonable expense excluding all amounts recovered through proceeds of insurance, (but including, without limitation, counsel fees and disbursements, and amount of judgments, fines, taxes or penalties against, or amounts paid in settlement by, him) that may be incurred by such member of the Board of Directors, officer or person in connection with, or resulting from, any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (regardless of whether made or instituted by or in the right of the corporation) or in connection with any appeal relating thereto, in which he or she may become involved, as a part or otherwise, or with which he or she may be threatened, by reason of being, or having been, a member of the Board of Directors or officer of CORPORATION or serving or having served in such a fiduciary capacity, or by reason of any action taken or omitted in such person's capacity as such member of the Board of Directors, officer or fiduciary, all subject as herein provided.

Without limiting or affecting the scope of the foregoing obligation, each said member of the Board of Directors, officer and person shall be fully indemnified and protected by the corporation in any action or omission to act taken in good faith in accordance with the advice, recommendation or opinion of the attorneys for the

corporation, the accountants employed from time to time to supervise or audit the books and accounts of the corporation, or the actuary of any of said employee benefit plans.

No such indemnification shall be made with respect to (i) matters as to which any said member of the Board of Directors, officer or person shall be finally adjudged to have been dishonest, to have acted fraudulently or to have obtained a personal benefit at the expense of CORPORATION, and (ii) amounts paid or expenses incurred in connection with the settlement of any such claim, action, suit, proceeding or appeal unless the corporation is advised by opinion of an independent counsel that said member of the Board of Directors, officer or person was not dishonest, did not act fraudulently and did not obtain any said personal benefit in the performance of his or her said duties.

The foregoing right of indemnification shall not be exclusive of other rights to which each said member of the Board of Directors, officer or person may be entitled, and shall be available whether or not such member of the Board of Directors, officer or person continues to be a member of the Board of Directors or officer of CORPORATION, of such other association, organization or corporation, or such a fiduciary at the time that any such liabilities and expenses are incurred, paid or satisfied.

If any provision or condition of this Section shall be determined to be invalid or void for any reason, such determination shall not affect the validity of any other provision of this Section or of these bylaws.

Section 2. Insurance. CORPORATION shall purchase and maintain insurance on behalf of the Board of Directors, officers, former board members and former officers and all persons who have served at its request liability, incurred by them by reason of being or having been board members or officers of CORPORATION.

ARTICLE XII

Procedures and Communications

The rules contained in the most recent edition of Robert's Rules of Order shall provide the rules of procedure for CORPORATION where they are not inconsistent with the provisions of the Articles of Incorporation or these Bylaws. All communications, balloting, and notices may be sent by U.S. mail, overnight courier, facsimile, electronic mail.

ARTICLE XIII

Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the directors, present at any regular meeting or any special meeting, if at least fourteen (14) days written notice is given of attention to alter, amend, repeal or to adopt new Bylaws at such meeting.

Adopted this 14th day of December, 2020.

iv. Applicant's Certificate of Good Standing from the RI SOS

(See next page)



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

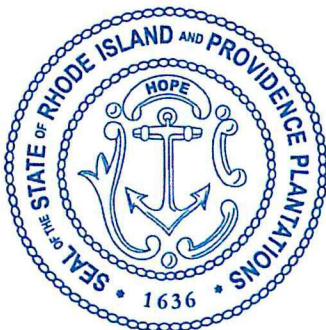
CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Coastal Compassion Center, Inc.

is a Rhode Island Non-Profit Corporation organized on **December 09, 2020**. I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on

December 09, 2020

Secretary of State

Certificate Number: 20120046180

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

- v. **If applicable, documentation evidencing tax-exempt organization status under US Internal Revenue Code.**

None.

ANNEX B

Not Applicable. Coastal Compassion Center will only be procuring medical marijuana and associated products from Rhode Island Medical Marijuana Program Cultivator Licensees. It will not require or utilize the services of any management companies or vendors for any services—all aspects of Coastal Compassion Center's operations will be non-delegable and remain with Coastal Compassion Center.

ANNEX C

Vendor	Supply
BiotrackTHC	Seed-to-sale/inventory tracking/control software
Security Concepts	Electronic security equipment
Rocky Mountain Business Products	Dispensary hardware

Coastal Compassion Center will only be procuring medical marijuana and associated products from Rhode Island Medical Marijuana Program Cultivator Licensees. It will not require or utilize the services of any management companies or vendors for any services—all aspects of Coastal Compassion Center’s operations will be non-delegable and remain with Coastal Compassion Center.

ANNEX D

(See Next Page)

Coastal Compassion Center will only be procuring medical marijuana and associated products from Rhode Island Medical Marijuana Program Cultivator Licensees. It will not require or utilize the services of any management companies or vendors for any services—all aspects of Coastal Compassion Center's operations will be non-delegable and remain with Coastal Compassion Center.

10/22/2020

Company: Coastal Compassion Center Inc.

Reference: BioTrackTHC Letter of Intent and Support Document

Dear Tom Falcone,

BioTrackTHC provides effective cutting edge technology solutions for the emerging legal Cannabis industry that (1) prevents product theft; (2) assists business owners with running their cultivating, packaging, and retail operations more profitably and to better comply with the law; (3) all without leaving sensitive business and consumer data vulnerable. Specifically, BioTrackTHC is a seed to sale software system with enterprise resource planning, complete inventory tracking, pointofsale, marketing, financial reporting and regulatory compliance features.

This document confirms BioTrackTHC's intentions to enter into a formal agreement with Coastal Compassion Center Inc. to provide software solutions guaranteed to meet published reporting, regulation, and compliance guidelines for the The Department of Business Regulation, Office of Cannabis Regulation for cannabis producer and retail facilities in the event that you obtain an authorized license.

We appreciate your consideration of BioTrackTHC and look forward to assisting you in your efforts to secure a license. BioTrackTHC is eager to enter into a software solution agreement with you upon your secured license.

Thank you,



Steve Flaks
VP of Sales

Support Document for Medical and Adult Use Cannabis Applicants

MEDICINAL & RECREATIONAL CANNABIS TRACK AND TRACE RECORDKEEPING & REPORTING

BioTrackTHC Overview

BioTrackTHC has developed, deployed, and supported Cannabis-specific inventory tracking and management software solutions over the last ten (10) years for private sector Cannabis businesses, and over the last five (5) years for government agencies, and is therefore one of the oldest and most experienced companies in this unique space. BioTrackTHC provides two (2) actively utilized seed to sale Cannabis tracking and management Commercial off the Shelf (COTS) solutions; one for government agencies and one for government-licensed Cannabis businesses. Over 2,000 medical and recreational Cannabis production and retail dispensary facilities across 38 U.S. states, including the District of Columbia and in other countries such as Canada, Jamaica, Australia and South America.

The New Mexico Department of Health, Illinois State Department of Agriculture, Commonwealth of Puerto Rico, Hawaii State Department of Health and the New York State Department of Health are currently utilizing BioTrackTHC's System. The New Hampshire Department of Health and Human Services has also recently announced its intent to award its medical Cannabis tracking system contract to BioTrackTHC as well. Additionally, the Office of Marijuana Policy for the state of Maine has selected the BioTrackTHC Government Traceability system as their intended solution following a competitive bid process. These additional contracts increase the Company's seed to sale Cannabis government contract count to nine (9). The voluntary adoption of BioTrackTHC by so many government agencies as well as Cannabis facilities is a testament to the quality of both BioTrackTHC's technology and people.

Developed under the auspices of a university business incubation program, BioTrackTHC's technology was originally created as a prescription drug and methamphetamine precursor tracking system to assist state governments and law enforcement in preventing drug diversion and promoting public safety. The Company even went so far as to submit its technology to a SAS No. 70 audit (now SSAE 16) to certify the System's compliance with the stringent standards for the electronic prescribing of all legal classes of medication—including Schedule II drugs—as required by the DEA (Drug Enforcement Administration).

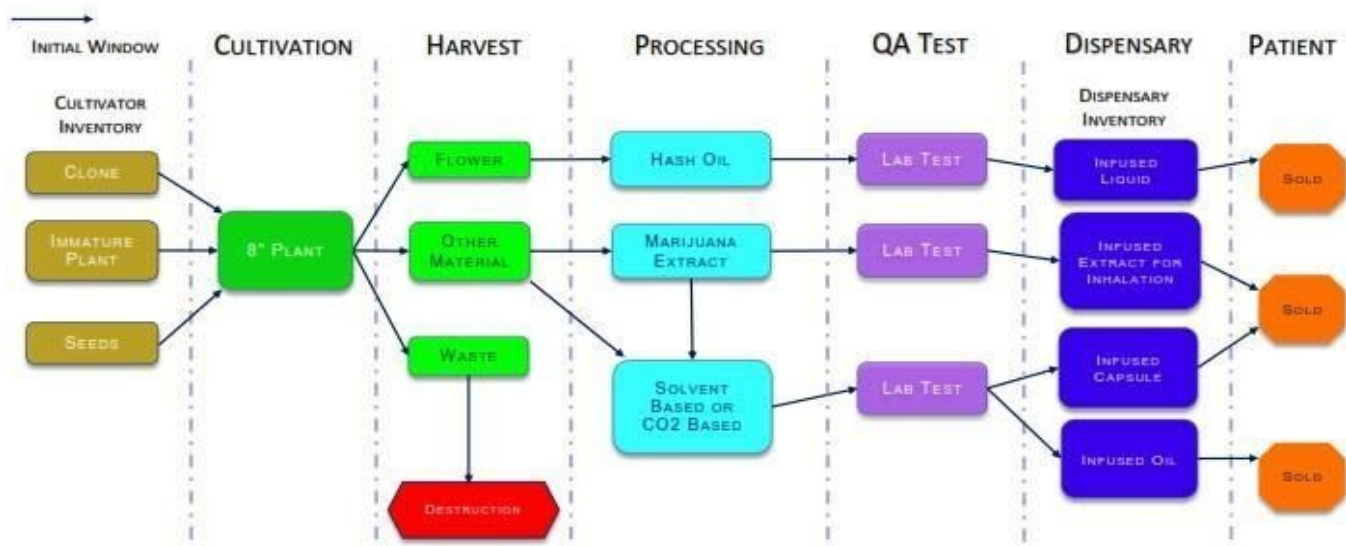
The Company quickly received interest in the technology from Cannabis producer and dispensary owners in Colorado who desired an end-to-end Cannabis inventory tracking and patient record-keeping System for both compliance and business optimization purposes. They had been utilizing a variety of disparate tools— nursery management for producer operations, spreadsheets for inventory, a generic web-based point-of-sale system for retail transactions, and paper charts for patient record-keeping. BioTrackTHC took its thoroughly vetted medical system as a foundation and modified it for Cannabis workflows, collaborating with, and obtaining direct input from dozens of Cannabis facility operators. As would be the case throughout its history, BioTrackTHC worked closely with these new customers and smoothly transitioned them from their disparate systems into a unified architecture that facilitated a continuity of business logic. These medical Cannabis businesses became the first known facilities across the country to digitally track Cannabis from seed to sale.

The delivered System features a simple user interface in spite of the unique and complex nature of Cannabis production and tracking, and includes a robust alerts and reporting system that enables the

agency to meaningfully monitor Cannabis activity and sales. Its internal controls prevent users from operating against the law; yet, the System remains flexible enough to allow for future innovations and changes in regulations. For example, System rules ensure that only product for which a licensed testing facility has submitted passing results may be placed on a state-recognized transportation manifest; product that has failed testing or that has not undergone independent testing cannot make its way to a consumer-facing retailer's shelves.

The private sector version of the BioTrackTHC System is now deployed in over 2,000 authorized Cannabis facilities with over 25,000 unique users across North and South America, and abroad. The Company has demonstrated remarkable capacity to scale rapidly in response to rising demand without compromising quality of deployment, customization, or on-going support. Over the past nine years, the Company has completed over 1,400 individually tailored implementations of the business system in addition to the implementation of the Cannabis state tracking systems in the states of Washington, New Mexico, and Illinois, with none a detriment to the other. Evidence of the preservation of BioTrackTHC's high quality of expertise, product, and service is reflected in the fact that the Company has retained more than 95% of its private sector client-base in spite of the significant increase in stress on the Company's infrastructure due to the increased demand for its solutions.

As a company with ten (10) years of hands-on technical support and fulfillment of customization requests to meet user-specific business logics, the BioTrackTHC team has accumulated detailed, specialized knowledge and insight into the unique challenges and corner cases specific to Cannabis program management. Time and again, general medicine technology and generic agricultural tracking experience have proven insufficient to properly address the unique needs of the Cannabis industry. No two implementations of the software are alike; customers choose their own business logic, hardware environment, operating system, and oftentimes must migrate data from their hodgepodge of supplanted systems (paper records, excel spreadsheets, competing Cannabis systems, etc.). To add further complexity to these implementations, BioTrackTHC must develop and broadly apply custom configurations for every government. As stated earlier, BioTrackTHC's private sector solution is currently deployed in 37 U.S. states, including the District of Columbia and in other countries such as Canada, Jamaica, Australia and South America.



Diversion Prevention:

By requiring the use of a PIN code or a biometric finger print scan to perform various actions in the system, there will always be a forensic report to ensure accountability from the users. Without having the permission setting to perform an action, a manager must be available to overwrite that specific instance. The forensic report will show a log of the time, date, and action of a specific individual as it pertains to inventory items. Additionally, when conducting an audit, the system will allow a setting for "blind" audit. The user will have the ability to enable or disable that feature. By hiding the original amount, it will ensure that person conducting the audit makes sure they do not try to divert product out of the facility.

Additionally, the system allows for vertical integration of peripheral hardware (i.e. scales, barcode scanners, bio-metric readers, card readers (both magnetic and smart-chip technology), point-of-sale terminals). By doing so, the system is able to prevent user entry error, which prevents the loss of products, plants, and derivative materials.

System Authorization Settings

Instructions
 Here you can customize how your system authorizes various actions within the system. The available options are Fingerprint, PIN and None. You may also choose whether

Basic Authorization: PIN
 Per Terminal: Fingerprint
 Admin Authorization: PIN
 None

Cancel OK

Instructions

Here you can run an inventory audit on all of your current inventory.

To select an item, simply click on the item to the right, or scan the barcode on the item.

Once selected, please weigh the item. If your item is contained within multiple containers, you may weigh each in turn by clicking the consolidate button.

Additionally, if you are using a container, you may select it to the right. For the purpose of the inventory audit, the container weight will be saved for your next audit of that particular item.

After weighing the item, click Save and Continue.

Always zero the scale before use
 Gram Mode Ounce Mode Manual Mode Zero Scale

Bulk Inventory
 Print Barcode Print Sheet Edibles

Item	Original	New	Difference
15mg Cookie	136.00	135.00	-1.00
4249 2499 5634 9489	39.00	39.00	0.00
7764 8509 1927 7900	97.00	96.00	-1.00
Canna Punch 100mg	21.00	20.00	-1.00
1909 6048 7417 1985	21.00	20.00	-1.00
Cheeba Chews	567.00	564.00	-3.00
8436 1133 6161 0581	50.00	50.00	0.00
0609 8708 0533 7022	466.00	466.00	0.00
6720 9757 9324 5534	51.00	48.00	-3.00
Choc Bar 100mg			
5059 1556 8595 7072	100.00		
Cookies			
8201 0447 4786 0152	39.00		

Item: Choc Bar 100mg
 Inventory ID: 5059 1556 8595 7072
 New Count: 100.00
 Consolidate Reset Zero
 Container: None
 Container Weight:
 Save and Continue
 Notes:
 Accounted For: 6 Save Later Remaining: 2
Cancel OK

Customers Inventory Reports Timeclock Messages							
Inventory Forensics Report							
location	Previous Quantity	New Quantity	Difference	Date	User	Action	
Jankness Center Grow	1.00	1.00	0.00	12/09/2016 08:32 AM	flaks	Inventory Conversion	
Jankness Center Grow	1000.00	0.00	-1000.00	07/01/2016 04:39 PM	flaks	Inventory Conversion	
Jankness Center Grow	1000.00	1000.00	0.00	07/01/2016 04:27 PM	flaks	New Inventory From Plant Curing	
Jankness Center Grow	1.00	0.00	-1.00	09/22/2016 02:13 PM	flaks	Inventory Combination	
Jankness Center Grow	1.00	1.00	0.00	09/22/2016 02:13 PM	flaks	Inventory Combination	
Jankness Center Grow	1.00	1.00	0.00	03/01/2016 04:01 PM	flaks	Inventory Conversion	
Jankness Center Grow	10.00	0.00	-10.00	12/09/2016 07:51 AM	flaks	Inventory Combination	
Jankness Center Grow	10.00	10.00	0.00	12/09/2016 07:51 AM	flaks	Inventory Combination	
Jankness Center Grow	10.00	10.00	0.00	12/21/2016 05:00 PM	flaks	Plant Byproduct Conversion	
Jankness Center Grow	1.00	0.00	-1.00	09/22/2016 02:13 PM	flaks	Inventory Combination	
Jankness Center Grow	1.00	1.00	0.00	09/22/2016 02:13 PM	flaks	Inventory Combination	


Transportation of Cannabis:

Transportation Manifest

The BiotrackTHC system (through the integrated transportation manifest module), records a wealth of information pertaining to a transport event. The following information is recorded (including, but not limited to):

- Sender License Holder Information
 - o License/permit number
 - o Address
 - o Phone
 - o Date of transport
 - o Time of transport beginning and end (from location to location)
 - o Employee(s) transporting and related employee info (date of birth, name, age, ID# etc.)
 - o Transporting Employee(s) signature of acceptance
 - o Transport Vehicle (make, model, VIN, color etc.)
 - o Turn by Turn directions from and to location (pinged by google maps and in free-form to allow for edits of travel route per the license holder's preference)
- Recipient License Holder Information
 - o License/Permit numbers
 - o Address
 - o Phone
 - o A section to show how many items of the total sent were received
- Items Listed for Transport
 - o Item identifier

- o Total units being transported
- o Total units received by recipient

Washington Marijuana Transportation Manifest ID 6592644133314264				Page 1 of 1
Date:	Oct 28, 2014	Licensee's License #:	413463	Barcode
Licensee's Name:	STONE SUPPLY	Vehicle ID #:	1001100202	 6592644133314264
Licensee's Address:	6841 NE ELFENDAHL PASS RD BELFAIR, WA 985289734	Vehicle Color / Make / Model / License Plate:	1925 rust ford f150 budspu	
		Transporter's Name:	Bud Jones	
Licensee's Phone:	3607310115	Transporter's Date of Birth:	01/01/1950	
Transporter ID:	1001	Transporter's Signature:		
Stop #1 of 1 (1 Items)				
Destination Licensee Name:	BioTrackTHC Processor 2	Approx. Departure Date/Time:	Oct 29, 2014, 10:46 AM	
Destination License #:	9960004	Approx. Arrival Date/Time:	Oct 29, 2014, 11:58 AM	
Destination Licensee Address:	3000 Pacific Ave SE Olympia, WA 98501			
Destination Licensee Phone:	8007974711			
<p>* These directions are for planning purposes only. You may find that the suggested route takes you outside the State of Washington; per RCW 69.50.342 you must plan your route so that you remain within the State of Washington at all times.</p> <p style="text-align: center;">Travel Route:</p> <p>Head northeast on NE Elfendahl Pass Rd toward NE Bear Creek Dewatto Rd. Turn right onto NE Bear Creek Dewatto Rd. Turn left onto NE Old Belfair Hwy. Continue onto W Belfair Valley Rd/W Belfair Valley Rd. Continue onto W Belfair Valley Rd. Turn right onto W Sam Christopherson Ave. Continue onto WA-16. Take the ramp onto WA-16. Take the Sprague Ave ext. Keep left, follow signs for I-5 S/Portland. Keep left and merge onto I-5 S. Take exit 107 for Pacific Ave. Turn right onto Pacific Ave SE</p>				
Instructions: If the quantity received is less than the quantity shipped, check the box in the appropriate field below and indicate the actual quantity received.				
Stop 1, Items 1-1 of 1			Manifest ID 6592644133314264	
#	Batch / Lot ID	Item Description	Shipped	Received
1	60335531800000004	Flower Lot	226.8	<input checked="" type="checkbox"/>
2				
3				

Additionally, each transportation manifest is assigned its own unique identifier for easy reference during a traffic stop or for regulator/law enforcement reference to the oversight agency. The manifest is created digitally within the system and is available to the sender and recipient in PDF format for printing of hard copies.

Cultivation:

BioTrackTHC automatically assigns a globally unique and non-repeatable 16-digit barcode number to every plant. Furthermore, the system auto-generates a globally unique and non-repeatable 16-digit barcode number at every stage where dried Cannabis must be separately identifiable from the original plant due to processing and packaging. These serial numbers, once generated are assigned, cannot be changed.

BioTrackTHC enables businesses to collect, store, and retrieve all data and activity related to inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

Additionally, the system can adjust inventory and always require a reason for removal when utilizing the inventory adjustment feature, also it has an auditing feature that can be used to track loss of product due to diversion or theft.

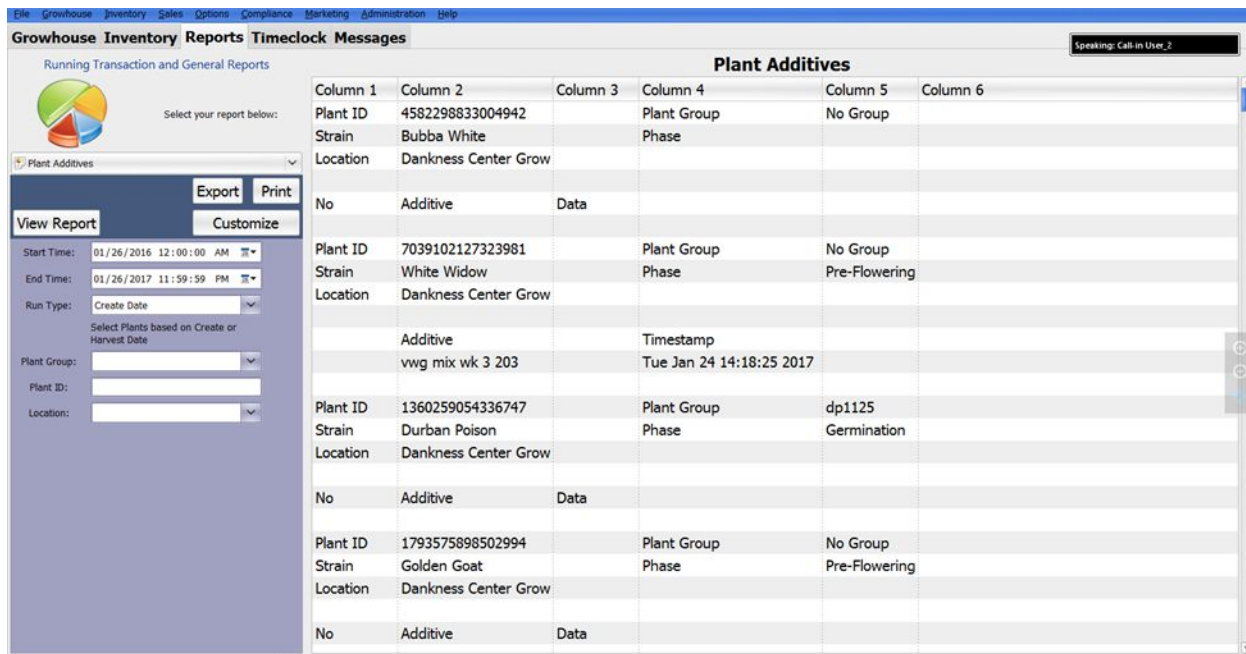
BioTrackTHC's inventory control system ensures that every aspect of the plant is tracked from seed-to-sale. The system maintains the capability to convert lots into packages, accept marijuana from patients and caregivers who hold valid registry identification cards, and track the disposal of unusable marijuana. Additionally, the software system develops and documents patient records that include all of the necessary information to remain compliant.

BioTrackTHC's wholesaling and grow house management tools allow for robust information collection. Examples of the information collected include, but are not limited to; name of originating marijuana establishment, batch number, original plant(s) that batch is derived from, if it was a cutting (clone) or seed, dates planted, yield reports, date of harvest, and all pesticides, herbicides, and fertilizers used to grow the plants. Instantaneously, upon generation of a wholesale, all of the information including name, strain, quantity, registry identification card, name of establishment, and even associated tax is available on wholesale reports which can be run for any specified time period.

BioTrackTHC's grow-house management tools allow for complete tracking of any plant or plant material product as well as its disposal, while keeping record of the disposal explanations. The system will also keep record of the agent who disposed of it, and the number of failed or unusable marijuana plants

Nutrients and Additives Documentation Process

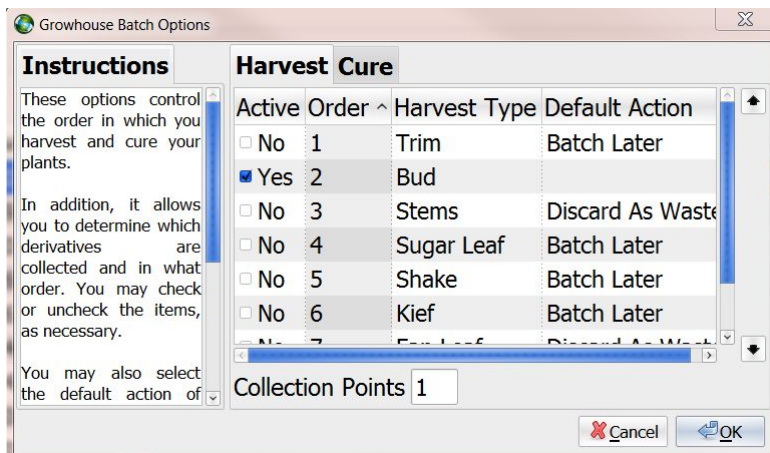
The cultivation software can assign unique identifiers to any nutrient or additive that is in the software. The user then may simply scan the particular barcode of the additive or nutrient and apply to the notes of the particular plant or group of plant. Additionally, there are various reports that assist in tracking who and when added what particular nutrients.



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Plant ID	4582298833004942		Plant Group	No Group	
Strain	Bubba White		Phase		
Location	Dankness Center Grow				
No	Additive	Data			
Plant ID	7039102127323981		Plant Group	No Group	
Strain	White Widow		Phase	Pre-Flowering	
Location	Dankness Center Grow				
	Additive		Timestamp		
	vvg mix wk 3 203		Tue Jan 24 14:18:25 2017		
Plant ID	1360259054336747		Plant Group	dp1125	
Strain	Durban Poison		Phase	Germination	
Location	Dankness Center Grow				
No	Additive	Data			
Plant ID	1793575898502994		Plant Group	No Group	
Strain	Golden Goat		Phase	Pre-Flowering	
Location	Dankness Center Grow				
No	Additive	Data			

Harvesting:

Prior to the harvesting process, the user has the ability to setup their batching options. These settings allow the user to determine which bi-products to collect at either the "Harvest" (Wet Weight) or "Cure" (Dry Weight). The user also has the ability for multiple collection points. This feature gives the user to "top" the plants and continue to let the plant grow in order to maximize yield.



Growhouse Batch Options

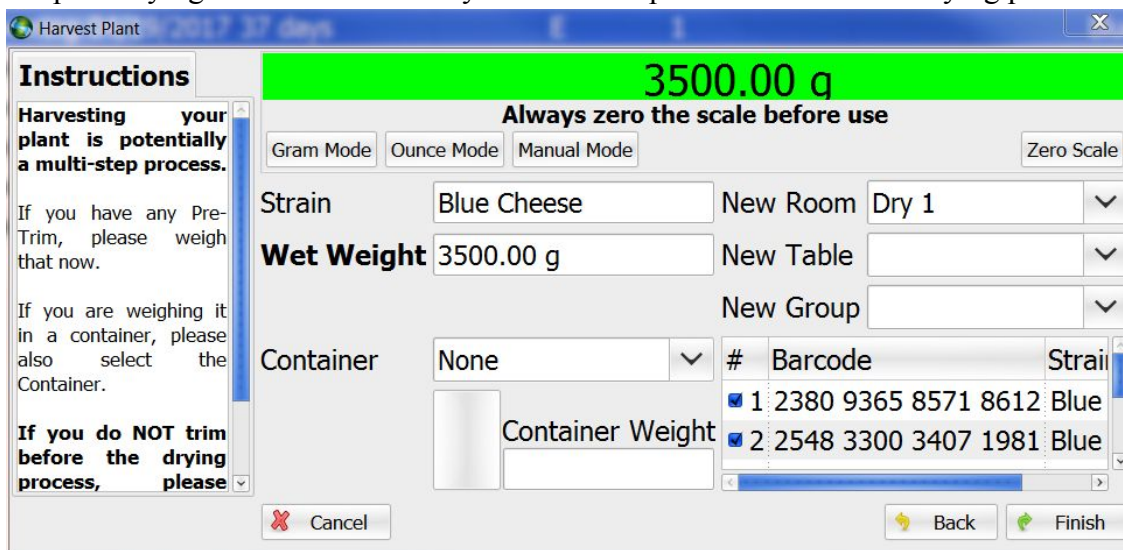
Instructions
These options control the order in which you harvest and cure your plants.
In addition, it allows you to determine which derivatives are collected and in what order. You may check or uncheck the items, as necessary.
You may also select the default action of

Harvest Cure

Active	Order	Harvest Type	Default Action
<input type="checkbox"/> No	1	Trim	Batch Later
<input checked="" type="checkbox"/> Yes	2	Bud	
<input type="checkbox"/> No	3	Stems	Discard As Waste
<input type="checkbox"/> No	4	Sugar Leaf	Batch Later
<input type="checkbox"/> No	5	Shake	Batch Later
<input type="checkbox"/> No	6	Kief	Batch Later

Collection Points

To initiate a harvest, the user will select the plants or “select all” to cut down an entire room. The Harvest Product screen will populate where the user can either use the integrated scale or manually input the total wet weight. BioTrackTHC will allow the user to select the new room. It is common practice to setup a “Drying Room” within the system to store plants that are in the drying phase.



Harvest Plant 2017 37 days

Instructions
Harvesting your plant is potentially a multi-step process.
If you have any Pre-Trim, please weigh that now.
If you are weighing it in a container, please also select the Container.
If you do NOT trim before the drying process, please

3500.00 g
Always zero the scale before use

Gram Mode Ounce Mode Manual Mode Zero Scale

Strain New Room

Wet Weight New Table

Container New Group

Container Weight

#	Barcode	Strain
<input checked="" type="checkbox"/> 1	2380 9365 8571 8612	Blue
<input checked="" type="checkbox"/> 2	2548 3300 3407 1981	Blue

Once the initial wet weights have been collected, the user will select harvest batch again. BioTrackTHC will recognize the other plants you harvested together so it will allow you to only select one plant in the batch. The harvest plant screen populates to collect the “Dry Weights”. Once the Bi-products are entered into the system, the system will generate a 16-digit non-repeatable identifier for each Bi-product and insert it directly into Bulk Inventory.

Instructions

Harvesting your plant is potentially a multi-step process.

If you have any Pre-Trim, please weigh that now.

If you are weighing it in a container, please also select the Container.

If you do NOT trim before the drying process, please ensure there is

1200.00 g

Always zero the scale before use

Gram Mode
Ounce Mode
Manual Mode
Zero Scale

Strain: Blue Cheese
Bud: 1800.00 g
Trim: 1200.00 g

Batch Later
Batch Now
Batch Later
Batch Now
Discard

Container: None
Container Weight:

#	Barcode	Strain
<input checked="" type="checkbox"/> 1	2380 9365 8571 8612	Blue
<input checked="" type="checkbox"/> 2	2580 6286 8101 7092	Blue

Cancel
Back
Finish

Packaging:

BioTrackTHC's label creation tool enables licensed producers to create custom container-client labels with any fields necessary to comply with applicable law. All aforementioned required fields can be added as variables. In addition to this a user can add custom disclaimers and warnings. The system will automatically print the container-client specific label upon completion of the sale. Reports are retained within the system and can be accessed indefinitely. In addition to storing information, the system also has the ability to create custom labels for cultivation, manufacturing and testing results.

The facility has the ability to print a label for approved medical marijuana product packages that lists a patient specific dispensing label approved by the Department that is easily readable and firmly affixed and includes:

The BioTrackTHC label creation tool generates transaction specific information including all the aforementioned criteria.

File Growhouse Inventory Sales Options Compliance Marketing Administration Help

Customers Inventory Timeclock Reports Messages

Current Dispensed Sales Transfers Accounts Pavouts

Room Bulk Inventory Move

Product Strain

- 1G Pre Rolled (145)
- 1G Top Shelf Joints (5)
- 3.5g Prepack (4)
- AK47 Prepack (1)
- Birthday Cake (3)
- Bubba White (7)
- Charlottes Web (1)
- Clone (2)
- Cookie (15)
- Durban Poison (9)
- Espresso (1)
- Food Grade Solvent (7)
- Girl Scout Cookies (6)
- Golden Goat (4)
- Hash Oil .5G PrePack (45)
- Heady Pipe (1)
- Jack Flash (3)
- Kief (3)
- Larry OG (3)
- Pre Packaged 1G (6)

Details

Combine

Instructions

Here you can customize what your customer labels look like.

To begin, select an object you would like to add to the label. Depending on which type of object you select, various options will appear.

For an image, you can select an already existing file located on your hard drive.

A variable will give you the option of including information specific to that sale, such as the customer name, strain, etc.

Finally, custom will allow you to add your own message. To view a custom label's text, double click the right mouse button on the custom label in the object listbox.

To remove an object, double-click the item in the list.

Once you have finished creating your label, click OK and it will be saved.

Object	X	Y
Product Name	0	0
Strain Type	0	15
Weight	0	30
Customer Name	120	0

Object: Custom

New Add

Font Size

X Offset

Y Offset

Text Wrap

Custom Text

"This product is for medicinal use only. Women should not consume during pregnancy or"

Copy

Print Test

Preview

Product Name

Strain Type

Weight

Customer Name

Customer MMJ #

Batch #

Import File

Export File

Load Template

Save Template

Move All

Restore Defaults

Cancel

Save

Shortcuts

- New Inventory
- Transfer Inventory
- Products
- Product Categories
- Tax Categories
- Containers
- Price Points
- Strains
- Inventory Audit
- Vendors
- Inventory Grading
- Laboratories
- Search
- Switch Location
- Lab Results Uploader

Storage Requirements:

Customers		Inventory	Messages	Timeclock	Reports
Current		Dispensed	Sales	Transfers	Accounts Payouts
Room	Bulk Inventory	Move Items			
Product	Bulk Inventory	Strain		Category	
▶ □ 15	Back Room			Edibles	
▶ □ 1g	End Products			Concentrates	
▶ ■ 50	QA	(1)		Concentrates	
▶ □ A	Quarantine			Literature	
▶ □ Ag	Safe			Flower	
▶ □ Ag	Agent Orange 1G (2)			Pre-Rolls	
▶ □ Ag	Agent Orange 1G Pre-roll (2)			Pre-Rolls	
▶ □	Bic Lighters (1)			Accessories	

Product in need of quarantine can be separated from bulk and placed in the designated area. Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

Processing/ Extractions:

BioTrackTHC's conversion tool allows Processing/Manufacturing facilities to convert batches from one product to another while maintaining the original batch ID. The conversion tool allows multiple conversions. For example: Trim to Oil, Oil to Capsules by doing two simple conversions. During the conversion, there is an option to collect waste or to "auto waste" the product. Furthermore, upon completing a conversion, the system will provide you with options on how you would like to barcode the specific batch or if you would like to "Pass through QA results ie. converting flower to pre-rolls.

Inventory Conversion

Instructions
Finally, please select the product you are converting to. If the product you are converting to is weighable (e.g. hash oil), you will need to weigh that now. If it is not (e.g. a joint), you can simply enter the quantity produced.
When you are done, simply click Finish to complete the process.

179.00 g
Always zero the scale before use

Gram Mode Ounce Mode Manual Mode

Barcode Product Quantity Grade

Product Trim Barcode 9203 4770 0832 4265

Current Quantity 1000.00 g New Product Bulk Oil

Conversion Quantity 1000.00 g New Grade

New Product Quantity 179.00 g Container None

Back Finish

Container Weight

New Cost Per Unit

Original Cost Per Unit \$

Print

Default Prepack

Auto-Print

☒ Auto-Waste

Serialize

Pass Through QA Results

Close

Running Transaction and General Reports

Select your report below:

Inventory Conversions

Export Print

View Report Customize

Start: 06-05-2017 12:00:00 AM

End: 06-09-2017 11:59:59 PM

Location:

al Inventory New Quantity	New Product	New Strain	New Inventory ID	New Inventory Quantity	Conversion Waste	User
00	Blue Cheese	Blue Cheese	8771 7348 7069 1668	28.00	0.00	tjones
00	Bulk Oil	Sour Diesel	5404 5548 7674 0353	35.00	189.00	tjones
00	Death Star 1 g Wax PP	Death Star	5642 5662 2787 3620	1.06	0.00	tjones
00	Bulk Oil	Bulk Trim	4440 8866 9611 2536	50.00	405.00	tjones
00	Agent Orange 1G PP	Agent Orange	8364 9320 2421 4606	1.06	0.00	tjones
00	Bulk Oil	Blue Cheese	7619 0093 2968 2867	130.00	0.00	tjones
00	Trainwreck	Trainwreck	6240 9697 9534 8590	500.00	0.00	tjones
00	Trainwreck	Trainwreck	7207 6883 2084 1315	500.00	0.00	tjones
00	Trainwreck	Trainwreck	6711 8601 1561 1727	500.00	0.00	tjones
00	Trainwreck	Trainwreck	3907 3959 0278 3873	500.00	0.00	tjones
00	Bulk Oil	Blue Cheese	5529 5218 4086 4435	179.00	821.00	tjones

Record Keeping and Reporting:

Record Keeping

BioTrackTHC's reporting module can generate daily reports for an establishment's inventory, acquisitions, harvests, sales, disbursements, and disposals. These records are kept indefinitely. Whether the establishment is harvesting or receiving product from another establishment, the system can keep full record of who is providing the Cannabis and/or Cannabis infused products. The system will keep record of the following, and much more; dates of transfers and transactions, batch numbers, quantity, product weight, usable amount in each infused product, and the agent's registration card number. These records can be pulled up for any time period in the reporting module.

File Growhouse Inventory Sales Options Compliance Marketing Administration Help

Growhouse Inventory Reports Timeclock Messages

Running Transaction and General Reports

Select your report below:

- Favorite Reports >
- Customers >
- Department of Revenue >
- Employees >
- Growhouse >**
 - Growhouse
 - Historical Plant Inventory
 - Mother Yields
 - Plant Additives
 - Plant Audit
 - Plant Forensics
 - Plant Inventory
 - Plant Summary
 - Removed Plants
 - Strain Counts
 - Strain Rank and Forecast
 - Waste
 - Yield Statistics
 - Yields
 - Yields Forecast
- Inventory >
- Logs >
- Miscellaneous >
- Sales >

Customers Inventory Reports Timeclock Messages

Running Transaction and General Reports

Select your report below:

Yields

Export Print

View Report Customize

Date Type: Harvest Date

Start: 01/26/2016 12:00:00 AM

End: 01/26/2017 11:59:59 PM

Location:

Strain:

Flower Room:

Destination:

Grouping: No

Optimize: Yes

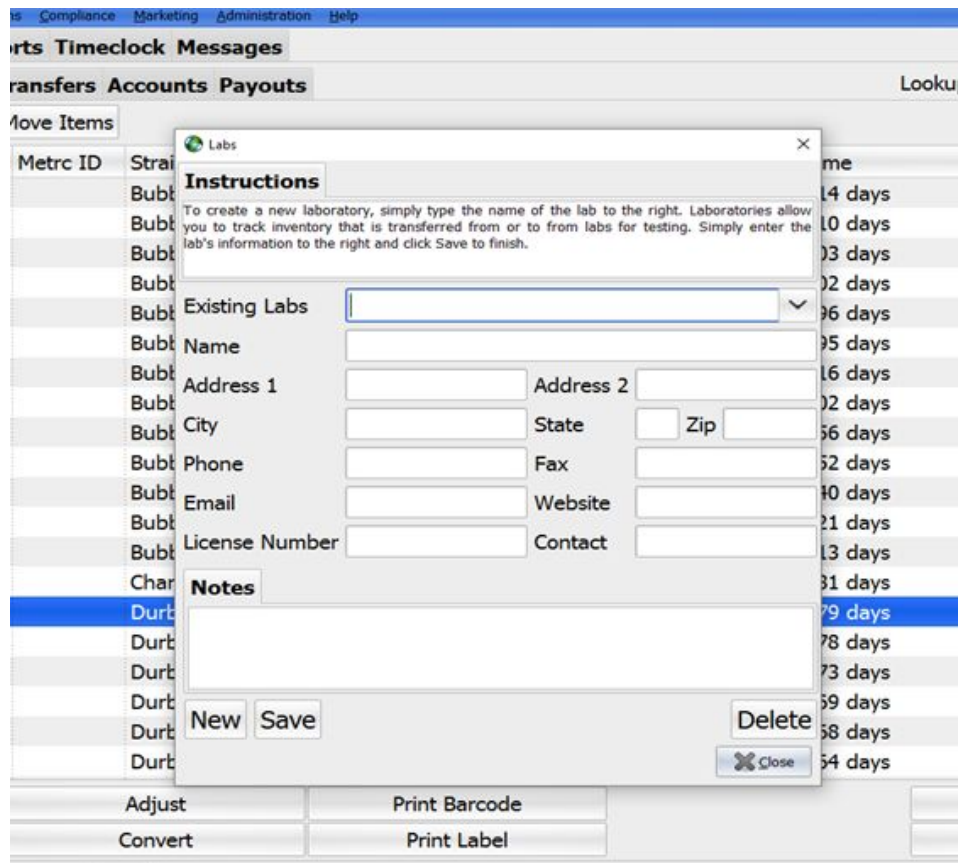
Est Date	Cure Date	Strain	Wet Weight	Bud Weight	Total % Loss	Avg % Loss	Group	Trim
1/26/2016 02:32 PM	09/22/2016 02:33 PM	Birthday Cake	1000.00	500.00	50.00	16.03	bc922	75.00
1/26/2016 12:26 PM	02/15/2016 12:28 PM	Birthday Cake	666.67	600.00	10.00	16.03	bc215	60.00
1/2016 12:46 PM	02/04/2016 12:47 PM	Birthday Cake	25.00	450.00	0.00	16.03	bc 24	47.50
1/2016 01:45 PM	02/10/2016 01:47 PM	Birthday Cake	400.00	360.00	10.00	16.03	bc210	38.00
1/2016 02:32 PM	09/22/2016 02:33 PM	Birthday Cake	1000.00	500.00	50.00	16.03	bc922	75.00
1/2016 03:22 PM	02/03/2016 03:25 PM	Birthday Cake	500.00	440.00	12.00	16.03	BC 23	38.00
1/2016 11:24 AM	01/28/2016 11:26 AM	Birthday Cake	500.00	450.00	10.00	16.03	bc 128	47.50
1/2016 12:46 PM	02/04/2016 12:47 PM	Birthday Cake	25.00	450.00	0.00	16.03	bc 24	47.50
1/2016 10:48 AM	07/26/2016 10:49 AM	Birthday Cake	666.67	500.00	25.00	16.03	BC726	63.33
1/2016 12:46 PM	02/04/2016 12:47 PM	Birthday Cake	25.00	450.00	0.00	16.03	bc 24	47.50
1/2016 11:24 AM	01/28/2016 11:26 AM	Birthday Cake	500.00	450.00	10.00	16.03	bc 128	47.50
1/2016 11:28 AM	08/02/2016 11:30 AM	Birthday Cake	666.67	333.33	50.00	16.03		66.66
1/2016 10:48 AM	07/26/2016 10:49 AM	Birthday Cake	666.67	500.00	25.00	16.03	BC726	63.33
1/2016 11:28 AM	08/02/2016 11:30 AM	Birthday Cake	666.67	333.33	50.00	16.03		66.66
1/2016 12:46 PM	02/04/2016 12:47 PM	Birthday Cake	25.00	450.00	0.00	16.03	bc 24	47.50
1/2016 11:28 AM	08/02/2016 11:30 AM	Birthday Cake	666.67	333.33	50.00	16.03		66.66
1/2016 11:17 AM	02/22/2016 11:18 AM	Birthday Cake	500.00	450.00	10.00	16.03	bc222	46.25
1/2016 12:26 PM	02/15/2016 12:28 PM	Birthday Cake	666.67	600.00	10.00	16.03	bc215	60.00
1/2016 02:30 PM	02/08/2016 02:34 PM	Birthday Cake	400.00	360.00	10.00	16.03	bc 28	58.00
1/2016 03:22 PM	02/03/2016 03:25 PM	Birthday Cake	500.00	440.00	12.00	16.03	BC 23	38.00
1/2016 11:17 AM	02/22/2016 11:18 AM	Birthday Cake	500.00	450.00	10.00	16.03	bc222	46.25
1/2016 03:47 PM	12/05/2016 03:48 PM	Birthday Cake	500.00	300.00	40.00	16.03	bc125	33.33
1/2016 11:24 AM	01/28/2016 11:26 AM	Birthday Cake	500.00	450.00	10.00	16.03	bc 128	47.50

The system comes preloaded with over 140 industry-specific reports developed over years of feedback and experience from cannabis business operators in both the medicinal and adult-use (recreational) cannabis markets. License holders have the ability to create their own customized reports specific to their workflow or standard operating procedures. If the license holder prefers, the BioTrackTHC™ team can build the custom reports for them at an additional charge. The reporting functionality from the system allows the license holder to pull reports regarding supply chain, employee actions, quality control, destruction, transportation, and various other events that take place within the processes of the cannabis industry.

Quality and Safety

Quality Control and Testing

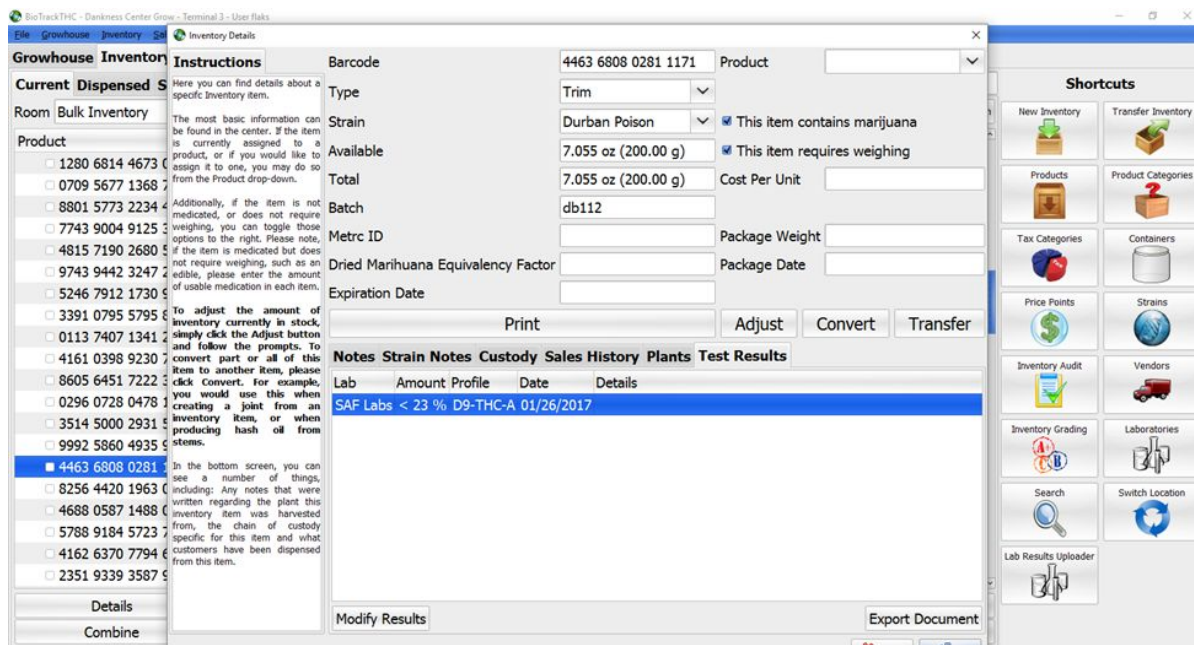
As a cultivator it will be required to test the medical Cannabis for a variety of items. The software will allow the user populate any labs they will be working with into the system. Once added into the program, the user will be able to apply various test results to specific batches. Furthermore, all test results will be able to be printed on the labels of the products created.



The screenshot displays the BioTrackTHC software interface with a 'Labs' dialog box open. The background window shows a menu bar (Compliance, Marketing, Administration, Help) and a sidebar with options like 'Reports', 'Timeclock', 'Messages', 'Transfers', 'Accounts', 'Payouts', 'Move Items', and 'Lookups'. The main area contains a table with columns for 'Metric ID', 'Strain', 'Batch', and 'Time'. The 'Labs' dialog box has the following sections:

- Instructions:** To create a new laboratory, simply type the name of the lab to the right. Laboratories allow you to track inventory that is transferred from or to from labs for testing. Simply enter the lab's information to the right and click Save to finish.
- Existing Labs:** A dropdown menu.
- Form Fields:**
 - Name
 - Address 1, Address 2
 - City, State, Zip
 - Phone, Fax
 - Email, Website
 - License Number, Contact
- Notes:** A text area for additional information.
- Buttons:** New, Save, Delete, and Close.

At the bottom of the main window, there are buttons for 'Adjust', 'Convert', 'Print Barcode', and 'Print Label'.



Adverse Events and Recall Procedures:


In the event of a recall, specified users can quickly pull reports of all products and transactions associated with a specific plant(s), batch or strain. Within the system the licensed entity will be able to quickly and easily find the remaining product, the locations (i.e. patients) delivered to as well as all sources and derivatives of the product. Once the affected individuals have been identified, because the individual contact preferences have already been logged, timely communication is accessible. BioTrackTHC also provides a method of sending SMS(text) message or email blast messages, which can even be targeted to just the patients who've purchased a specific product within a given time period, (all at no cost or SMS usage rates to the patients).

All recalled products should be safely destroyed and logged in the BioTrackTHC system. Upon destruction of the product, any and all information pertaining to its destruction including but not limited to method of destruction, witness documentation and an electronic PIN or biometric fingerprint scan signature from the person in charge. This will be considered the alternative end to the product life cycle, and true seed-to-sale traceability and reconciliation can be visibly achieved

Management and Disposal of Cannabis:

Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC maintains a log of every action, including adjustments and voids, so that the entire history of the system may be

reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.

Customers Inventory Reports Timeclock Messages							
Running Transaction and General Reports				Destruction Events			
 Select your report below: Destruction Events				Inventory Type	Strain	ID	Quantity
View Report Export Print Customize				Status	Initiated Time	Completed Time	
Start: 01/26/2016 12:00:00 AM End: 01/26/2017 11:59:59 PM Location:				Plant	Girl Scout Cookies	0698 8778 5110 0086	1.00
				Plant	Birthday Cake	9051 6629 7734 3176	1.00
				Plant	Birthday Cake	5168 4959 2262 9315	1.00
				Plant	Bubba White	0450 4541 4313 1086	1.00
				Plant	Durban Poison	8062 2347 4528 4543	1.00
				Plant	Birthday Cake	1734 9268 2387 0486	1.00
				Plant	Girl Scout Cookies	2715 2698 7986 0226	1.00
				Plant	Golden Goat	6771 7803 8276 7392	1.00
				Plant	Birthday Cake	8757 3779 6433 0407	1.00
				Plant	Larry OG	3671 5474 1020 2697	1.00
				Plant	Bubba White	0015 3273 2410 5923	1.00
				Plant	White Widow	4592 5233 1282 6851	1.00
				Plant	Bubba White	6827 8353 6065 7622	1.00
				Plant	Bubba White	8319 8050 8709 0667	1.00
				Plant	Bubba White	5456 8286 9082 8567	1.00
				Plant	Durban Poison	5854 1985 5327 7765	1.00
				Plant	Durban Poison	4421 9714 5502 2330	1.00
				Plant	Bubba White	1425 1191 4542 8524	1.00
				Plant	Larry OG	9219 0778 2562 7155	1.00
				Plant	Golden Goat	2905 7020 5166 4493	1.00
				Plant	Girl Scout Cookies	5060 7164 4934 8015	1.00
				Plant	Bubba White	1224 4618 0201 1725	1.00
				Plant	Durban Poison	9993 7452 4021 5722	1.00
				Plant	Bubba White	5033 2287 5742 5139	1.00

Labelling:

BioTrackTHC's label creation tool enables licensed producers to create custom container-product labels with any fields necessary to comply with Section 66, including but not limited to: static information and statements (e.g., producer's address, the words "Dried marihuana / Marihuana séchée", and warning notices) as well as the product-specific data as tracked within BioTrackTHC (e.g., brand name, lot number, net weight, etc...). Associated test results, expiry and package dates will be automatically ported to the label. The system will automatically print the container-product specific label upon completion of the sale.



BioTrackTHC
3025 Limited lane
olympia wa 98502
(800)797-4711
UBI # 900000001

"This product has intoxicating effects
and may be habit forming""This product
may be unlawful outside of Washington
state"

KEEP OUT OF REACH OF CHILDREN

AK-47 1G PrePack
Lot # 9000001780001219
Useable Weight: 1.000 g
Harvest Date: 05/25/2013
Potency Analysis:
THCA 11.20, CBD 5%,
THC 19.8%, Total 35%
Additives:



BioTrackTHC
111 S Central Ave
Phoenix, AZ 85004
(480)888-5512
BioTrackTHC.com

Lic# m9837465

MMJ Origin DISP# mj8767

Customer Identification # RX-029183

"ARIZONA DEPARTMENT OF HEALTH SERVICES' WARNING: Marijuana use can be addictive
and can impair an individual's ability to drive a motor vehicle or operate heavy
machinery. Marijuana smoke contains carcinogens and can lead to an increased risk
for cancer, tachycardia, hypertension, heart attack, and lung infection. KEEP
OUT OF REACH OF CHILDREN"

AK-47
Batch 6069107703659390
Harvest Date: 03/22/2013
Useable Weight: 14.000 g
Additives: Plant Pesticide ,
Miracle Grow , Bloom bat
Guano, Organic Worm castings

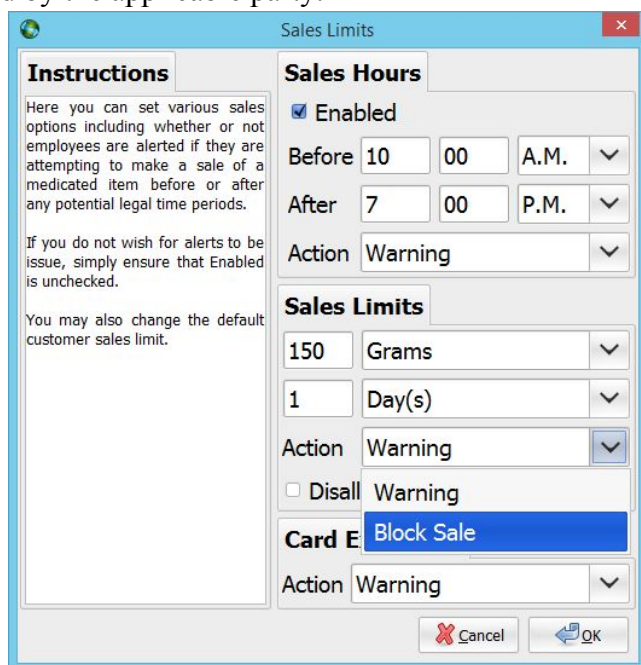
BioTrackTHC's label creation tool enables licensed producers to create one unified container-product-client label with all of the aforementioned static fields, product-specific information as tracked by the system, and the patient-specific information as tracked by the system. This label can contain all required patient and product information.

BioTrackTHC has the ability to provide an expiration date on the package label of all products, if such a time period has not yet been established for the specific product then the notation of such a fact may be easily added to the label as a static field. In regards to the aforementioned testing requirements, they may be added with ease as they are electronically ported from the inventory batches themselves.

Inventory Details			
Barcode	1721 0773 5920 8376	Product	AK-47
Type	Bud	Grade	
Strain	AK-47	<input checked="" type="checkbox"/> This item contains marijuana	
Available	0.670 oz (19.00 g)	<input checked="" type="checkbox"/> This item requires weighing	
Total	0.670 oz (19.00 g)	Cost	0
		Package Weight	
Expiration Date		Package Date	

Limits and Sales Settings:

BioTrackTHC will track all sales made in the system, and upon performing a sale BioTrackTHC will create customer labels with any customer and caregiver info, including shipping address, required by the State. Furthermore BioTrackTHC offers a sales limit tool to ensure that no specific individual will receive or have an order placed over 150 g. The labels generated by the system can be easily affixed to the appropriate containers. Tracking information that has been provided by a 3rd party transport service can be logged and scanned into the patients designated profile, which will help ensure the product is received by the applicable party.



Sales Limits

Instructions

Here you can set various sales options including whether or not employees are alerted if they are attempting to make a sale of a medicated item before or after any potential legal time periods.

If you do not wish for alerts to be issue, simply ensure that Enabled is unchecked.

You may also change the default customer sales limit.

Sales Hours

☒ Enabled

Before 10 00 A.M. ▼

After 7 00 P.M. ▼

Action Warning ▼

Sales Limits

150 Grams ▼

1 Day(s) ▼

Action Warning ▼

☐ Disall Warning

Card E Block Sale

Action Warning ▼

Cancel OK

Customer Data:

BioTrackTHC has the ability to scan, upload and store any and all patient, physician and medical and sales paperwork necessary directly into the patient profile for quick retrieval of information. All aforementioned demographic and patient information can be quickly logged and will be available for any verified updates. Notations can also be made within the profile if the client has changed any pertinent information, these notations are also readily available within the BioTrackTHC customer notes reporting.

BioTrackTHC has the ability to scan, upload and store any and all patient, physician and medical paperwork necessary directly into the customer file for quick retrieval of information.

Once a potential client has completed a registration application, the licensed producer creates a new electronic client record within BioTrackTHC for that individual and will enter the application data into that electronic record. The system automatically generates a unique Customer ID (10 hexadecimal characters) for every client record when the record is created. BioTrackTHC's client/patient records

management allows for the collection, storage, and retrieval of all of the client demographic information, healthcare practitioner information, and, if necessary, the information of individual/s responsible for the applicant. The licensed producer may also scan and save all the necessary hard copy documentation, as set forth in these sections, directly into the client's electronic records within BioTrackTHC. These scanned documents may be printed from the program at any time. In addition to system wide limits, BioTrackTHC's limit enforcement feature enables licensed producers to set client-specific limits based on the client's medical documentation. When creating a sales ticket, the system will issue a "block sale" directive should the client exceed his or her rolling 30-times daily limit with the current in-process sale, preventing the sale. The system will remove the block when the quantity of the current purchase is reduced to comply with the rolling 30-times daily limit.

Search Search

Basic Info **More Info** **Marketing** **Custom**

Address Apt/Suite
City Province Postal
Sex ☒ Male ☐ Female MMAR
Location
Limit Tax Category
Care Giver ☐ Is a Care Giver
Doctor Customer ID

Basic Info **More Info** **Marketing**

Address Apt/Suite
City State Zip
Sex ☒ Male ☐ Female
Plants
Location
Limit
Care Giver
Doctor

☐ Tax Exempt
☐ Is a Vendor
☐ Is a Care Giver

Within BioTrackTHC you can create vendor files to keep track of all the wholesale seller/buyer information. Therefore whenever a wholesale transaction takes place the user can select the vendor that the product is being bought or sold to and BioTrackTHC will record the information for the wholesales. There is a Transfers tab in the inventory screen that the user can utilize for any time period desired that will show any and all wholesale transaction information required

BioTrackTHC - Dispensary A - Terminal 2 - User postgres									
Inventory Customers Reports Timeclock Messages Appointments									
Current Dispensed Sales Transfers Accounts Payouts									
Start: 08/11/2012		End: 08/11/2014		<input type="button" value="Refresh"/>					
Time	Strain	Direction	User	Quantity	Vendor	Price	Transfer	Batch #	
06/04/2014 2:52 PM	Blueberry	Inbound	postgres	20.00 g	Growhouse A		Full	2237 9674 3503 6300	
05/26/2014 2:43 PM	Blue Dream	Outbound	postgres	500.00 g	Canna Cook Inc.	5000.00	Partial	9103 8976 9384 5168	
04/29/2014 4:22 PM	Bong	Inbound	postgres	5	Peace Pipe Industries	500	Full	8826 5579 2535 5526	
04/29/2014 3:04 PM	Blueberry	Inbound	postgres	500.00 g	Growhouse A		Full	1539 6136 7966 5150	
04/29/2014 10:46 AM	Blue Dream	Inbound	postgres	2.5 g	Leaf Inc	100.00	Full	5412 6506 2611 9510	
04/29/2014 10:46 AM	Blueberry	Inbound	postgres	3.00 g	Leaf Inc	150.00	Full	1943 5940 1061 9745	
04/28/2014 12:59 PM	Blue Dream	Inbound	postgres	18143.69 g	Leaf Inc	400000.00	Full	0997 2711 2397 2567	
04/28/2014 12:59 PM	Grape Ape	Inbound	postgres	18143.69 g	Leaf Inc	500000.00	Full	5736 9542 0575 7075	
03/18/2014 10:50 AM	Grape Ape	Inbound	postgres	50.00 g	Leaf Inc	200.00	Full	1895 4754 9879 5993	

Shortcuts

POs and Invoices:

BioTrackTHC offers a purchase order or invoice options that can create P.O's or invoices on the fly that include all information above. Any information, including but not limited to the tracking information

[illegible]

Upon receipt of a client order, the licensed producer will create a new sales ticket within BioTrackTHC and enter in all of the necessary information, including order information, and link the sales ticket to a specific client record and to a specific inventory record. The system automatically stores and allows the retrieval and updating of the ticket's information and the ticket's relationship to specific inventory and client records throughout the order filling process. Upon completion of the order, the system updates the transaction record, the product record, and the client record accordingly and all of the information required will be retrievable in the system and may be printed on a receipt.

Inventory Customers Reports Timeclock Messages Appointments

Current Dispensed
Sales
Transfers
Accounts
Payouts

Start: 09/01/2014
End: 09/24/2014

User: All Users
Terminal: All Terminals

Tickets Payments

Time	Customer	Method	Amount
09/10/2014 10:26 AM	Gregory Walorski	Cash	40.00
09/10/2014 10:26 AM	Gregory Walorski	Debit Card	140.61
09/17/2014 9:35 AM	Gregory Walorski	Cash	174.08
09/17/2014 9:37 AM	Gregory Walorski	Credit Card	10.00
09/17/2014 9:37 AM	Gregory Walorski	Debit Card	11.76
09/17/2014 9:39 AM	Gregory Walorski	Cash	-6.22
09/19/2014 4:00 PM	Gregory Walorski	Credit Card	100.00
09/19/2014 4:00 PM	Gregory Walorski	Debit Card	74.08
09/23/2014 12:09 PM	Gregory Walorski	Cash	10.88
09/23/2014 12:11 PM	Gregory Walorski	Cash	108.80
09/23/2014 12:12 PM	Gregory Walorski	Cash	304.64
09/24/2014 9:58 AM	Gregory Walorski	Cash	48.96
09/24/2014 10:01 AM	Gregory Walorski	Cash	-24.48
	Total	Credit Card	110.00
	Total	Debit Card	226.45

Sales Tickets				
Time	Customer	Subtotal	Tax	Total
09/24/2014 09:58 AM	Gregory Walorski	45.00	3.96	48.96
Item	Quantity	Price	Tax	Total
Custom T-shirt	1	15.00	8.8%	0.00
Free T		(15.00)		
AK-47 1G PrePack	7	50.00	8.8%	48.96
10% Member Discount		(5.00)		
Bananna Kush 1G PrePack	7	50.00	8.8%	48.96
10% Member Discount		(5.00)		
Loyalty Points		(40.00)		
\$5.00 Discount		(5.00)		
09/24/2014 10:01 AM	Gregory Walorski	-22.5	-1.98	-24.48
Item	Quantity	Price	Tax	Total
AK-47 1G PrePack	7	-22.5	-0.088	-24.48
09/24/2014 12:58 PM	Gregory Walorski	100.00	25.00	125.00
Item	Quantity	Price	Tax	Total
AK-47	14.00g	100.00	25%	125.00


Adjustments: BioTrackTHC's inventory management tools track waste by weight and barcode throughout every phase of cannabis production as well as returns and recalls in the retail phase. Upon destruction, the system can generate a destruction report with the information required. The system also allows for the electronic authentication of the witnesses to the destruction through either a four-digit pin number or a biometric scan. To clarify, BioTrackTHC does not simply delete the data related to the waste; rather, the system evidences the lifecycle of every original plant barcode with an auditable trail to either retail sale or verified destruction.

Data Accessibility

BioTrackTHC stores any and all information in the system and that information can be retrieved at any time by running multiple reports that are built into the BioTrackTHC system. This information can be retrieved from any terminal that has BioTrackTHC installed on it. In BioTrackTHC you can access any wholesale & Customer Sale information a few different ways. Here are a few ways in the BioTrackTHC system that you can track wholesale transactions. There is a Transfers Tab in the Inventory section that will keep track of any and all wholesale transactions made in the system. You also have the option of searching for any date range needed.

Separating Inventory by License:

BiotrackTHC allows additional locations to be created within the system in order to keep Medical and Recreational inventory and data separate. Additionally, BiotrackTHC will assign a designation to the customer profile indicating either a recreational or medical customer. Different price points, tax categories, and verification processes, and sales limits can be added to either the Medical or Recreational location as well. All reporting will reflect sales and inventory specific to one location or another within BiotrackTHC.


Switch Location

Instructions

simply select the Location you would like to be connected to and click OK.

Location


Good Buds Disp

▼

Cancel

OK

Good Buds Dispensary Retail Taxes	
Tax Standard	4.14
City	1.55
Excise	2.59
State	0.00
Tax Standard	2646.01
Excise	1422.59
Local	948.39
State	275.03
Sales Tax	15.84
State	15.84
LA tax	4.14
City	1.55
State	2.59


Data Sharing

Instructions

Here you can choose what data is shared across all of your locations, if any.

For example, by enabling Customer Data Sharing, customer records will be available from any terminal at any location, assuming of course, the use has been granted access to that data.

Customers

Strains

Products

Separate Pricing

Separate Categories

Product Categories

Discounts

Containers

Loyalty Programs

Providers

Cancel

OK

Sales Report

Location	Name	Price	Tax	Total Price	Total Paid	Terminal	User	Date
Med Dispensary	Jacobs John	187.09	12.91	200.00	200.00	1	John Jacobs	08/02/20
Good Buds Dispensary	Retail Customer	23.46	6.54	30.00	30.00	1	John Jacobs	08/02/20
Total Payments for Tickets in Time Period		230.00						
Total Refunds for Tickets in Time Period		(0.00)						
Payments - Refunds for Tickets in Time Period		230.00						
Total Payments for Tickets in Previous Time Period		0.00						

**THIS MEMO MAY BE OF A TIME SENSITIVE NATURE.
PLEASE DELIVER AS DIRECTED BELOW AS SOON AS POSSIBLE. THANK YOU.**

To: Darren Delaney
Director of Security Coastal Compassion Center

From: Clint Wynne, Jr., CPP

CC: File

Date: 11/16/2020

Re: COASTAL COMPASSION CENTER, – **EXETER, RI**

Thank you for your interest in Security Concepts and for the opportunity to submit this proposal.

In order to provide the Electronic Security required for your above referenced facility, based on the current requirements of the Rhode Island Department of Business Regulation, I offer the following:

The attached floor-plan over-lay includes the following required systems;

- **Intrusion Detection** with redundant communications and Panic alarm units to include:
(2) Alarm Keypads, (6) Door Alarm Contacts, (14) Motion Sensors and (6) Panic Alarms.
- **Access Control** – To control limited access areas, as required.
(10) Proximity Access Card Readers.
- **Video Surveillance** – To include the required video retention and back-up power requirements.
(12) Video Cameras, (7) 360 Degree Cameras and (9) Exterior Video Cameras

The estimated budget for all systems installation (turn-key) is \$ 54,950.00

As always, please contact me for discussion and clarification.

Sincerely,

Clint Wynne, Jr.
President

Access Control

Employee/agents ID card must be in their possession at all times while on duty and/or at all Center facilities. Additionally, the ID card must be physically attached to the front part of the employee/agent clothing while working in a Center building or while on Center property. All employee/agents are required to use their issued ID badge when entering the facility or entering into other areas in the facility which they have sanctioned access. No employee/agent is allowed to grant access to another employee/agent that is not sanctioned to enter a particular area in the facility.

No one will gain entry to the facility's Retail area without a valid, state-issued identification card as a licensed patient, caregiver, or authorized purchaser. The identification is required at the reception window to the dispensary building, and no one is permitted entry without having current status in the program. The Applicant will require all patients, caregivers, or authorized purchasers to present an additional form of photo identification to authenticate their identity prior to entering the building. Both the state-issued medical marijuana program identification card and the second form of photo identification must be up-to-date, as expired identification will result in refusal of entry into the facility.

All contractors, vendors, patients and visitors to the facility will enter the building at the designated entrance where the DSCC is located be properly vetted and escorted by security at all times while at the facility. If the visit will include access to a non- public portion of the facility, the security personnel will contact the registered agent associated with the visit and accompany the visitor throughout the non-public areas of the facility. Visitors will sign the visitor log upon entry and exit of the facility by security personnel. Visitors will be given a "visitor identification badge" of the facility to be affixed to their clothing and visible throughout their time at the facility.

To the extent that admission is to nonpublic areas of the facility, all visitors to the facility will be required to produce government-issued photo identification prior to entry. Security personnel will make a photocopy of the identification prior to allowing the visitor to proceed. Copies of all photocopied IDs will be retained with all visitor logs for a two- year period, and securely stored electronically and in hard copy as part of The Applicant's records.

All approved visitors that have been cleared for entry to a non-public area will be accompanied at all times throughout their stay by members of security and or the registered agent associated with their visit. No visitor will be permitted to travel to any portion of the facility without being accompanied by security and or a registered employee/ agent. Visitors must check any bags or jackets in a designated area during their visit. In the event that a visitor requests to use the bathroom facilities, Security and or registered employee/ agent must affirm that the visitor has no bags or jacket, and wait outside the door until they are finished. Visual supervision of all visitors is mandated of all employee/agents throughout a visit and until they are returned to the DSCC to log out and leave the premises.

All visitors to the facility that are cleared to enter an area where medical marijuana is stored will be informed of the policy against any contact with medical marijuana during their visit. Security personnel and the security employee/ agent accompanying the visitor will both inform the visitor of the policy. The Applicant will severely limit visitors to any areas where

medical marijuana is stored. Security employee/agents will be trained to position themselves during visits between medical marijuana and products and the visitor. This is an additional precaution to prevent violation of the policy.

Security is responsible to document and maintain a daily visitor's log to include all pertinent information such as full name, date of birth, contact information and addresses pertaining to contractors, vendors and visitors. Hard copies and electronic copies of the Visitors Log will be stored in the Applicant's on-site record repository with digital back-up for a period of at least 36 months



Company Name: Coastal Compassion Center inc. Dispensary Hardware

DATE: 12/10/2020

Item #	Server Workstation Item Description	Unit Price	QTY	Total
	AWS (Monthly Fee \$450 & up) Hosted Server (Estimate \$7200.00)	N/A		
SERVER TOTAL				\$0.00

Item #	1 Product Receiving /1 Packaging & 4 Admin Workstation Item Description	Unit Price	QTY	Total
RMB-M090381	PC Desktop Computer Intel Core i5-7400 Processor 3.2GHz Windows 10	829.99	6	\$4,979.94
RMB-M09040	21.5" LED Monitor Superb Performance, Ultra-wide Viewing Angle	129.99	6	779.94
RMB-M0501	700 VA Battery Backup - 6 Receptacles	149.00	6	\$894.00
RMB-IONSG1BCU	ION Bluetooth Scanner, Bluetooth charging cradle (Inventory & Packaging)	295.00	2	\$590.00
RMB-M090296	A&D NTEP Certified balance 3200 g capacity (Inventory & Packaging)	810.00	2	1,620.00
RMB-M09021A	Scale Connector - USB to Female RS232 Serial Converter	28.99	2	57.98
RMB-M09026	ZEBRA Direct Thermal Printer	279.00	2	558.00
RMB-M09097	2.25" x 1.25" Direct Thermal Label for Inventory Barcodes (2100 labels/roll)	12.95	12	\$155.40
BRT-MFC9130CW	Brother MFC9130CW Wireless All-in-One Color Laser Printer (\$344.81)	344.81	1	344.81
RECEIVING TOTAL				\$9,980.07

Item #	Reception Workstation Item Description	Unit Price	QTY	Total
RMB-M090381	PC Desktop Computer Intel Core i5-7400 Processor 3.2GHz Windows 10	829.99	1	\$829.99
RMB-M09040	21.5" LED Monitor Superb Performance, Ultra-wide Viewing Angle	129.99	1	129.99
RMB-M0501	700 VA Battery Backup - 6 Receptacles	149.00	1	\$149.00
RMB-M09023A	EVO Omni presentation scanner - 1D and 2D barcodes	265.00	1	\$265.00
BRT-MFC9130CW	Brother MFC9130CW Wireless All-in-One Color Laser Printer (\$344.81)	N/A		
RECEPTION TOTAL				\$1,373.98

Item #	Checkout Workstation Item Description	Unit Price	QTY	Total
RMB-M090381	PC Desktop Computer Intel Core i5-7400 Processor 3.2GHz Windows 10	829.99	12	\$9,959.88
RMB-M09040	21.5" LED Monitor Superb Performance, Ultra-wide Viewing Angle	129.99	12	1,559.88
RMB-M0501	700 VA Battery Backup - 6 Receptacles	149.00	12	\$1,788.00
RMB-M09015P	POX-X ION Series 16" Cash Drawer	125.00	12	\$1,500.00
RMB-M09016P	POS-X Cash Drawer to printer Interface Cable	8.95	12	\$107.40
RMB-M09026	ZEBRA Direct Thermal Printer	279.00	12	\$3,348.00
RMB-M09013A	POS-X ION PT2 Thermal Receipt Printer, Autocutter, USB	199.99	12	\$2,399.88
RMB-M09023A	EVO Omni presentation scanner - 1D and 2D barcodes	265.00	12	\$3,180.00
RMB-M0908	2.25" x 4" Direct Thermal Label (700 labels/roll)	13.95	24	\$334.80
RMB-M09097	2.25" x 1.25" Direct Thermal Label for Inventory Barcodes (2100 labels/roll)	12.95	12	\$155.40
RMB-F02615	White Thermal Receipt Paper 50 Rolls/Case 3-1/8 x 230'	69.97	1	\$69.97
RMB-F0274	Green Thermal Receipt Paper 50 Rolls/Case 3-1/8" x 230' (\$89.00)	N/A		
CHECKOUT TOTAL				\$24,403.21

Item #	Optional Equipment Item Description	Unit Price	QTY	Total
SAF-2985-SX	Safescan 2985-SX Bill Value Counter & Sorter \$1995.00	N/A		
SAF-2650	Safescan 2650 Bill Counter \$489.00	N/A		
RMB-S100	Safescan Counterfit Bill Scanner - Auto Feed \$215.00	N/A		

OPTIONAL EQUIPMENT TOTAL

SUB TOTAL \$35,757.26

ESTIMATED SHIPPING TOTAL \$800.00

COMPLETE PACKAGE TOTAL \$36,557.26

Precision Balances

FX-i

Series



FX-120i
122gx0.001g

FX-200i
220gx0.001g

FX-300i
320gx0.001g

FX-1200i
1220gx0.01g

FX-2000i
2200gx0.01g

FX-3000i
3200gx0.01g



AND
A&D WEIGHING

...Clearly a Better Value

Realizing Compact, Incre

We have developed a Miniaturized SHS (Super Hybrid Sensor) to which is 40% lighter and 47% smaller than our GF series with a while maintaining A&D's superior weighing functions.

B5 size footprint

Ideal for installation and use in narrow spaces



Compact SHS (Super Hybrid Sensor) – 1 second stabilization

Quick stabilization speed with accurate weighing for better productivity



VFD – Vacuum Fluorescent Display

Large VFD for easy-to-read weighing results



SCF – Statistical Calculation Function

Can display and/or output statistical calculation data as No. (number of data), SUM (total), MAX (maximum), MIN (minimum), R [range (maximum – minimum)], AVE (average), SD (standard deviation) and CV (coefficient of variation)



Quick USB interface (FXi-02)

Easy-to-use optional USB interface, with no driver installation necessary, for transfer of weighing data to a computer (applicable OS – Windows 98 OSR2 or later)



Standard RS-232C interface

Incorporates bi-directional communication with a PC, printer or other peripheral devices



GLP/GMP/GCP/ISO Compliant

In accordance with GLP and LIMS regulations, the balance ID number and calibration data can be printed out using A&D's AD-8121B or a PC

	A & D
MODEL	FX-3001
S/N	01234567
ID	AB0DEF0
DATE	2006/09/01
TIME	12:34:56
CALIBRATED(EXT.)	
CAL.WEIGHT	+200.000 g
SIGNATURE	



Comparator function

Easy to compare weighing results by setting HI limit and LO limit to display HI,OK,LO indicator



Buzzer function

A beeping sound to indicate HI, LO or OK can be selected for use with the comparator function



Digital calibration function

Simple and easy to calibrate the balance with external calibration mass and possible to adjust the mass accuracy by ± 50 digits

Built-in rechargeable battery (FXi-09)

An optional Ni-MH rechargeable battery pack can be fitted into the FX-i series for use without AC power and for mobile applications (10 hours charging time for 8 hours operation)

Multiple weighing units of measurement

Programmable or standard weighing units of measurement can be selected; g, pcs, %, oz, lb, L oz, ozt, ct, mom, dwt, GN, tl, tol, mes and MLT

Response Indicator function

Selectable FAST, MID or SLOW response to suit weighing environment conditions



LAN – Ethernet interface (FXi-08) with WinCT-Plus software

WinCT-Plus software makes it possible for the user to easily set up an IP address, subnet mask etc. The user can also send commands for control and acquisition of data from multiple FX-i balances

WinCT-Plus



Provided by end-user

Ethernet Hub



Note : Ethernet Hub and cables must be provided by end-users

Increasing Functions!

To achieve a compact precision balance,
25% smaller footprint,



FX-i

SHS
Super Hybrid Sensor

888
VFD Display

A4Aⁱ
Automatic Counting Accuracy Improvement

GLP

RS-232C

FDC
Full Digital Calibration

COMPARATOR

ON

OFF

Buzzer Function

ID

LAN

ANIMAL

USB

underhook

%

SCF
Statistical Calculation Function

ANIMAL

Animal weighing function

The HOLD function enables freezing of weighing data for animal weighing applications and an ANIMAL indicator appears on the display

A4Aⁱ
Automatic Counting Accuracy Improvement

ACAI – Automatic Counting Accuracy Improvement

This counting function recalculates the average unit weight each time a sample is added to eliminate errors caused by variations in unit weight

%

Percent mode function

A sample can be registered as 100% and the weight of another sample can be compared as a percentage

underhook

Underhook

The underhook, for hanging applications, allows for measurement of magnetic materials and density measurements in air and water

ON

Auto Power ON function

The weighing mode display activates automatically with AC power so there is no need to press the ON/OFF key

OFF

Auto Power OFF function

The display switches OFF automatically when the balance is inactive for 10 minutes as a power-saving tool

Capacity indicator function

Weight on the pan displayed as a percentage of full capacity

Breeze breaks

Small and large breeze breaks are available to protect against wind for more accurate weighing. The small breeze break comes as standard with the FX-120i, FX-200i and FX-300i which are all 0.001g weighing resolution models

EMC – Electromagnetic Compatibility

The FX-i meets EMC regulations and is immune to the effects of electromagnetic fields of up to 10V/m

Specifications

	FX-120 <i>i</i>	FX-200 <i>i</i>	FX-300 <i>i</i>	FX-1200 <i>i</i>	FX-2000 <i>i</i>	FX-3000 <i>i</i>
Sensing method	Compact Super Hybrid Sensor (SHS)					
Gram (g)	122x0.001	220x0.001	320x0.001	1220x0.01	2200x0.01	3200x0.01
Decimal Ounce (oz)	4.30x0.00005	7.76x0.00005	11.28x0.00005	43.0x0.0005	77.6x0.0005	112.8x0.0005
Pound (lb)	0.268x0.000005	0.485x0.000005	0.705x0.000005	2.68x0.00005	4.85x0.00005	7.05x0.00005
Pound / Ounce (L, oz)	0L4.30ozx0.01oz	0L7.76ozx0.01oz	0L11.29ozx0.01oz	2L11.03ozx0.01oz	4L13.60ozx0.01oz	7L0.88ozx0.01oz
Troy Ounce (ozt)	3.92x0.00005	7.07x0.00005	10.28x0.00005	39.2x0.0005	70.7x0.0005	102.8x0.0005
Carat (ct)	610x0.005	1100x0.005	1600x0.005	6100x0.05	11000x0.05	16000x0.05
Momme (mom)	32.2x0.0005	58.6x0.0005	85.3x0.0005	322x0.005	586x0.005	853x0.005
Pennyweight (dwt)	78.6x0.001	141.7x0.001	206.2x0.001	786x0.01	1417x0.01	2062x0.01
Grain (GN)	1882x0.02	3395x0.02	4938x0.02	18827x0.2	33951x0.2	49383x0.2
Tael (TL)	3.22x0.00005	5.82x0.00005	8.46x0.00005	32.2x0.0005	58.2x0.0005	84.6x0.0005
Tola (t)	10.4x0.0001	18.8x0.0001	27.4x0.0001	104x0.001	188x0.001	274x0.001
Messghal (MS)	26.0x0.0005	46.9x0.0005	68.2x0.0005	260x0.005	469x0.005	682x0.005
Counting Mode Minimum unit mass	0.001g			0.01g		
Number of samples	5, 10, 25, 50 or 100 pieces					
Percent Mode Minimum 100% reference mass	0.100g			1.00g		
Minimum 100% display	0.01%, 0.1%, 1% (depends on the reference mass stored)					
Repeatability (Standard Deviation)	0.001 g			0.01g		
Linearity	±0.002g			±0.02g		
Stabilization time (typically set at FAST)	Approx. 1 second					
Sensitivity drift (10°C to 30°C)	±2ppm /°C					
Operating temperature	5°C to 40°C (41°F to 104°F), 85% RH or less (No condensation)					
Display type	Vacuum Fluorescent Display (VFD)					
Display refresh rate	5 times /second, 10 times /second or 20 times /second					
Standard serial interface	RS-232C Interface					
Weighing pan (diameter)	130mm			150mm		
External calibration mass	100g 50g	200g 100g	300g 200g 100g	1000g 500g	2000g 1000g	3000g 2000g 1000g
AC adaptor	Confirm that the adaptor type is correct for the local voltage and power receptacle					
Power consumption	Approx. 11VA (supplied to the AC adaptor)					
External dimensions	193 (W) x 262.5 (D) x 84.5 (H) mm					
Net weight	Approx. 2.5kg					

Options

- FXi-02*** Quick USB interface with cable
FXi-08* Ethernet interface with WinCT-Plus software
FXi-09* Built-in rechargeable battery
FXi-10 Small breeze break
FXi-11 Large breeze break

* FXi-02, FXi-08 and FXi-09 cannot be used at the same time.

Accessories

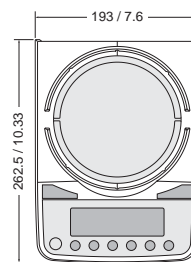
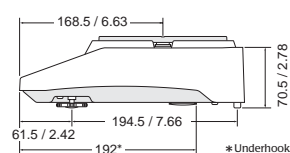
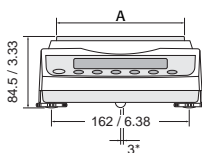
- AD-1683** Static eliminator
AD-8920 Remote display
AD-8922 Remote controller
AD-8121B Compact Printer
AD-8526 RS/Ethernet converter



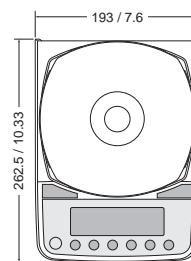
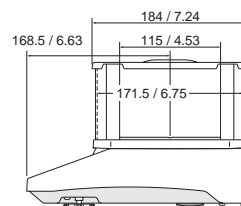
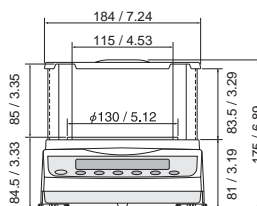
AD-8121B

External Dimensions (mm / inches)

Pan size	
Model	A
FX-120i / 200i / 300i	130 / 5.12
FX-1200i / 2000i / 3000i	150 / 5.91



Dimensions with Small Breeze Break (FXi-10) (Comes equipped with FX-120i / 200i / 300i)



ANNEX E

None

ANNEX F

The Applicant will lease property located at AP: 72 Block: 2 Lot: 10, South County Trail, Exeter, Rhode Island, also identified as “Building C” in the Pine Ridge Industrial Park.

ANNEX G

<u>Vendor</u>	<u>Supply</u>
BiotrackTHC	Seed-to-sale/inventory tracking/control software
Security Concepts	Electronic security equipment
Rocky Mountain Business Products	Dispensary hardware

Coastal Compassion Center will only be procuring medical marijuana and associated products from Rhode Island Medical Marijuana Program Cultivator Licensees. It will not require or utilize the services of any management companies or vendors for any services—all aspects of Coastal Compassion Center’s operations will be non-delegable and remain with Coastal Compassion Center.

ANNEX H

(See next page)

- i. Coastal Compassion Center's Directors and Corporate Officers, President, Vice President, Treasurer and Secretary shall receive no compensation. The following is a list of all individuals with managerial or operational control and their respective annual compensation:

Individual	Control	Annual compensation
Thomas Falcone	Chief Executive Officer/ Chief Compliance Officer	
Christopher Soleau	Chief Financial Officer	
Alexander Dowlatsahi	Chief Operating Officer/ Dispensary Manager	
Darren H. Delaney	Director of Security	
David J. Broccoli	Director of Patient Care	
Alicia DeCesare	Quality Assurance Officer/ Procurement Agent	
Stephanie S. Silva	Director of Patient and Community Outreach	
Elvis Macedo	Assistant Quality Control Officer and Assistant Buyer/Procurement Agent	

- ii. The ten (10) other persons with the highest-level annual compensation.

Individual	Control	Annual compensation
To be hired pursuant to employment and training standard operating procedures	Controller	
To be hired pursuant to employment and training standard operating procedures	IT Professional	
To be hired pursuant to employment and training standard operating procedures	Security Officer (x2)	
To be hired pursuant to employment and training standard operating procedures	Processing Agent (x2)	
To be hired pursuant to employment and training standard operating procedures	Patient Consultant (x3)	
To be hired pursuant to employment and training standard operating procedures	Janitor	
To be hired pursuant to employment and training standard operating procedures	Delivery (x2)	

CC FORM 5

BUSINESS LICENSE IDENTIFICATION FORM

Applicant hereby state(s) as follows:

With respect to Applicant and any Owner or Interest Holders described in Form 2, Section I, such persons have either applied for or are currently or have been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in the below states or jurisdictions and corresponding agency or authority.

State & Name of Agency	Type of License	Name of Licensee	License or Registration #

Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in CC FORM 3.

Applicant hereby authorizes: (1) the Rhode Island Department of Business Regulation to contact the agencies indicated above for information regarding Applicant and the licenses/registrations listed above; and (2) such other state agencies to provide any and all information requested by the Department regarding the licenses/registrations. If requested by the Department, Applicant will provide any additional authorization required by any of the state agencies in order to provide information requested by the Department.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the statements made in this Form 5 and that each such notice shall include an updated Form 5.

Updated to 7/16/2020

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 5 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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Exhibit C-5

State & Name of Agency	Type of License	Name of Licensee	License or Registration #

Updated to 7/16/2020

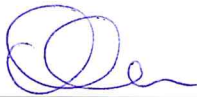
Part 5 – Compassion Center Application Required Exhibits

CC Exhibit A – Disclosure of Material Financial Interests/Divestiture Plan

Attach hereto as CC Exhibit A is Applicant's complete disclosure statement of any material financial interests or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee and a plan of divestiture in compliance with §§ 1.2(C)(4)(i) & 1.2(F)(7). Please review the definition of "material financial interest or control" in § 1.1(A)(30) of the Regulations.

The materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

[ATTACH AND SIGN BELOW – If None, state "None" and Sign]



Signature of Authorized Signatory

12/14/2020

Date

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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EXHIBIT A

None.

Not applicable as the Applicant and no individual or entity associated with the same has any material financial interests or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee. As such, no divestiture plan is required. However, out of an abundance of caution, should the Rhode Island Department of Business Regulation Medical Marijuana Program determine that a primary caregiver licensee must divest, than in that event, [REDACTED] is prepared to execute all necessary paperwork and otherwise divest [REDACTED] of [REDACTED] primary caregiver licenses [REDACTED].

Updated to 7/16/2020

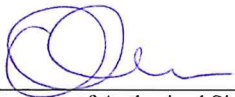
CC Exhibit B – Compliance Plan

Attach hereto as CC Exhibit B evidence of appointment of a Compliance Officer for the proposed Compassion Center including Applicant's legal and operational compliance plan in accordance with § 1.2(C)(4)(l) of the Regulations.

The compliance plan must include, without limitation, a written description of Applicant's policies, procedures, and plan with regard to patient privacy, sales to out-of-state patients, procedures for access to restricted areas, affiliations with local patient and community organizations, employee/workplace drug use policies/procedures, compliance testing policies/procedures, and Applicant's proposed policies/procedures/mechanisms to ensure compliance with prohibited financial interests and, if applicable, the additional requirements for establishing and maintaining its nonprofit status.

The plan and materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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EXHIBIT B
COMPLIANCE PLAN

The compliance plan must include, without limitation a written description of the Applicant's policies, procedures, and plan with regard to patient privacy, sales to out-of-state patients, procedures for access to restricted areas, affiliations with local patient and community organizations, employee/workplace drug use policies/procedures, compliance testing policies/procedures, and Applicant's proposed policies/procedures/mechanisms to ensure compliance with prohibited financial interests and, if applicable, the additional requirements for establishing and maintaining its nonprofit status. In sum the Compliance Plan demonstrates full compliance with, among other regulations, § 1.2(C)(4)(l) of the Regulations, and otherwise demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations. By the nature of the materials that are required to be covered in the Applicant's Security and Safety Plan, **Exhibit D** hereto, and the Applicant's Operations Manual/Quality Assurance Plan, **Exhibit E** materials and information responsive to the categories that are required to be addressed in the instant Exhibit, **Exhibit B**, have previously been addressed in **Exhibits D and E**—nonetheless the Applicant will address each and every category required by DBR herein out of an abundance of caution and to also comprehensive provide a full Compliance Plan.

❖ ***Patient Privacy***

The Applicant understands the necessity of safeguarding and keeping confidential patient personal identifying information including the medical condition of a patient and sales information. The protection and control of personal documents is necessary to guard the safety and privacy of patients. As a result, the Applicant has developed stringent operating protocols that will ensure the proper handling of personal information. Our Information Privacy & Security Plan been drafted to exceed the compliance requirements of the Regulations. The Applicant's ability to comply with and surpass the requirements for the maintenance confidentiality of a qualifying patient's medical condition, health status, and purchase of medical cannabis products relies on: 1) the proficiency of our team, 2) a comprehensive privacy plan, and 3) a rigorous audit and compliance program.

EXPERTISE

The Applicant has recruited a talented management and ownership group and knowledgeable team of advisors. These experts have a wide range of experience handling confidential information including medical, financial and legal records.

PROTOCOLS

While the Applicant is not a covered entity, we will implement confidentiality policies and procedures based on the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Our Chief Operating Officer will be responsible for oversight of these procedures while our Chief Compliance Officer will ensure our protocols comply with the Regulations. Employee training is essential to protect confidential records held by the Applicant. We will implement an extensive employee development program intended to enhance our employees' skills and qualifications. With respect to confidentiality, all employees will receive introductory training upon hire by the General Manager of the facility. This initial training will cover a wide range of topics. All employee training, initial and ongoing, will require a skills assessment to ensure a satisfactory level of understanding before the training is considered complete. Ongoing training will be provided on an annual basis or as needed for reinforcement.

AUDIT AND COMPLIANCE

The Chief Compliance Officer is responsible for the implementation and maintenance of an ongoing internal audit program featuring both unannounced and random, as well as regularly scheduled audits. Electronic data, paper records, CCTV recordings and employee interviews will be used to audit adherence to our privacy policies and procedures and Department regulations. Detailed protocols for corrective measures will be followed for any findings of noncompliance.

SECTION 1:

RESPONSIBILITIES

I. Privacy Officer

The Privacy Officer will be responsible for the development and implementation of policies and procedures relating to privacy, including but not limited to this Privacy Policy and the Applicant's use and disclosure procedures. The Privacy Officer will also serve as the contact person for Patients who have questions, concerns, or complaints about the privacy of their PI.

II. Incident Response Team

The Incident Response Team is comprised of the COO, Chief Compliance Officer and additional members deemed appropriate on an ad hoc basis in the reasonable judgment of the Privacy Officer. In the event of a security incident results in a wrongful disclosure of PI, the Privacy Officer, in conjunction with the Incident Response Team will take appropriate actions to prevent further inappropriate disclosures. In addition, Human Resources and Legal may be consulted as part of the review team to assist in the review and investigation of privacy incidents when required. If the Privacy Officer and Incident Response Team have not resolved the incident, the Privacy Officer shall involve

anyone determined to be necessary to assist in the resolution of the incident. If Patients need to be notified of any lost/stolen PI, the Privacy Officer will send PI Theft/Loss Disclosure Letters to all possible affected individuals.

III. Workforce Training

It is the Applicant's policy to train all members of its workforce who have access to PI on its privacy policies and procedures. All staff members receive privacy training. Whenever a privacy incident has occurred, the Privacy Officer in collaboration with management will evaluate the occurrence to determine whether additional staff training is in order. Depending upon the situation, the Privacy Officer may determine that all staff should receive training that is specific to the privacy incident. The Privacy Officer will review any privacy training developed as part of a privacy incident resolution to ensure the materials adequately address the circumstances regarding the privacy incident and reinforce the Applicant's privacy policies and procedures.

IV. Safeguards

Data Storage / Backup / Remote Access Currently all data in the local data center is backed up using industry standards with off site storage of media. The Applicant currently utilizes technology that allows the IT team to quickly remove, disable and start staff member access to PI.

V. Privacy Notice

The Privacy Officer is responsible for developing and maintaining a notice of the Applicant's privacy practices that describes: •the uses and disclosures of PI that may be made by the Applicant; •the individual's rights; and • the Applicant's legal duties with respect to the PI; The privacy notice will inform Patients that the Applicant will have access to PI. The privacy notice will also provide a description of the Applicant's complaint procedures, the name and telephone number of the contact person for further information, and the date of the notice. The notice of privacy practices will be individually delivered to all Patients: • on an ongoing basis, at the time of an individual's enrollment into a Applicant program or at the time of treatment and consent; and •within 60 days after a material change to the notice. The Applicant will also provide notice of availability of the privacy notice at least once every three years.

VI. Complaints

The Privacy Officer will be the Applicant's contact person for receiving complaints. The Privacy Officer is responsible for creating a process for individuals to lodge complaints about the Applicant's privacy procedures and for creating a system for handling such complaints. A copy of the complaint form shall be provided to any Patient upon request.

VII. Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing PI in violation of this Privacy Plan will be imposed in accordance up to and including termination.

VIII. Mitigation of Inadvertent Disclosures of Protected Health Information

The Applicant shall mitigate, to the extent possible, any harmful effects that become known to it because of a use or disclosure of a Patient's PI in violation of the policies and procedures set forth in this Plan. As a result, if an employee becomes aware of a disclosure of protected health information, either by a staff member of the Applicant or an outside consultant/contractor that is not in compliance with this Policy immediately contact the Privacy Officer so that the appropriate steps to mitigate the harm to the Patient can be taken.

IX. No Intimidating or Retaliatory Acts; No Waiver of Privacy

No employee may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice. No individual shall be required to waive his or her privacy rights as a condition of service.

X. Plan Document

The Plan document includes provisions to describe the permitted and required uses and disclosures of PI by the Applicant. Specifically, the Plan document requires the Applicant to:

- Not use or further disclose PI other than as permitted by the Plan documents or as required by law;

- Ensure that any agents or subcontractors to whom it provides PI received from the Applicant agree to the same restrictions and conditions that apply to the Applicant;
- Report to the Privacy Officer any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- Make PI available to Patients, consider their amendments and, upon request, provide them with an accounting of PI disclosures; and
- Make the Applicant's internal practices and records relating to the use and disclosure of PI received by the Applicant available to the Department of Health upon request.

XI. Documentation

The Applicant's privacy policies and procedures shall be documented and maintained for at least seven years. Policies and procedures must be changed as necessary or appropriate to comply with changes in the law, standards, requirements and implementation specifications (including changes and modifications in regulations). Any changes to policies or procedures must be promptly documented. If a change in law impacts the privacy notice, the privacy policy must promptly be revised and made available. Such change is effective only with respect to PI created or received after the effective date of the notice. The Applicant shall document certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights. The documentation of any policies and procedures, actions, activities and designations may be maintained in either written or electronic form.

Incident Report

The Applicant has developed an Incident Report form. This form is used to document reports of privacy breaches that have been referred to the Privacy Officer from staff members who have reviewed or received the suspected incident. After receiving the Incident Report form from staff members, the Privacy Officer classifies the incident and its severity and analyzes the situation. Documentation shall be retained by the Applicant

for a minimum of six years from the date of the reported incident. If the Privacy Officer is able to resolve the incident, the Privacy Officer shall also document the actions taken to resolve the issue in the Incident Report form.

XII. Electronic Sales Records

Just like paper records, Electronic Sales Records must comply with state laws. Unlike paper records, electronic sales records can be encrypted - using technology that makes them unreadable to anyone other than an authorized user - and security access parameters are set so that only authorized individuals can view them. Further, ESRs offer the added security of an electronic tracking system that provides an accounting history of when records have been accessed and who accessed them.

XIII. Access Authorization

The Applicant will grant access to PI based on their job functions and responsibilities. The Privacy Officer in collaboration with IT and senior management is responsible for the determination of which individuals require access to PI and what level of access they require through discussions with the individual's manager and or department head. The IT department will keep a record of authorized users and the rights that they have been granted with respect to PI. IT keeps a comprehensive matrix of how and to whom rights are granted.

SECTION 2: USE AND DISCLOSURE OF PI

XIV. Use and Disclosure Defined

The Applicant will use and disclose PI only as permitted under law. The terms "use" and "disclosure" are defined as follows:

- Use. The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the Applicant, or by a Business Associate of the Applicant.

•Disclosure. For information that is protected health information, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working within the Applicant with a business need to know PI.

XV. Access to PI Is Limited to Certain Employees

All staff that performs Patient functions directly on behalf of the Applicant will have access to PI as determined by their department and job description and as granted by IT. These employees with access may use and disclose PI as required under law but the PI disclosed must be limited to the minimum amount necessary to perform the job function. Employees with access may not disclose PI unless an approved compliant authorization is in place or the disclosure otherwise is in compliance with this Plan. Staff members may not access either through our information systems or the Patient's sale record the medical and/or demographic information for themselves, family members, friends, staff members or other individuals for personal or other non-work related purposes, even if written or oral Patient authorization has been given. If the staff member is a Patient in the Applicant's plans, the staff member must go through their Provider in order to request their own PI. In the very rare circumstance when a staff member's job requires him/her to access and/or copy the medical information of a family member, a staff member, or other personally known individual, then he/she should immediately report the situation to his/her manager who will determine whether to assign a different staff member to complete the task involving the specific Patient. Your access to your own PI must be based on the same procedures available to other Patients not based on your job-related access to our information systems. You must make a written request to the Privacy Officer. You cannot access your own information; you must go through all the appropriate channels, as any Patient would have to.

XVI. Disclosures of PI Pursuant to an Authorization

PI may be disclosed for any purpose if the Patient provides an authorization that satisfies all of the Applicant's requirements for a valid authorization. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

XVII. Permissive Disclosures of PI: for Legal and Public Policy Purposes

PI may be disclosed in the following situations without a Patient's authorization, when approved by the Department of Health and when specific requirements are satisfied. The Applicant's use and disclosure procedures describe specific requirements that must be met before these types of disclosures may be made. Permitted are disclosures:

- About victims-of abuse, neglect or domestic violence;
- For judicial and administrative proceedings;
- For law enforcement purposes;
- For public health activities;
- For health oversight activities;
- About decedents;
- for cadaver organ, eye or tissue donation purposes;
- For certain limited research purposes;
- to avert a serious threat to health or safety;
- For specialized government functions;
- And • that relate to workers' compensation programs.

XX. Complying With the "Minimum-Necessary" Standard

When PI is used or disclosed, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the use or disclosure. The "minimum-necessary" standard does not apply to any of the following:

- uses or disclosures made to the individual;
- uses or disclosures made pursuant to a valid authorization; and
- uses or disclosures required by law.

Minimum Necessary When Disclosing PI. For making disclosures of PI to any business associate or providers, or internal/external auditing purposes, only the minimum necessary amount of information will be disclosed. All other disclosures must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of

information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Minimum Necessary When Requesting PI. For making requests for disclosure of PI from business associates, providers or Patients for purposes of claims payment/adjudication or internal/external auditing purposes, only the minimum necessary amount of information will be requested. All other requests must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

SECTION 3: PATIENT INDIVIDUAL RIGHTS

I. Access to Protected Health Information and Requests for Amendment

This Plan gives Patients the right to access and obtain copies of their PI that the Applicant or its business associates maintains. The Applicant also provides that Patients may request to have their PI amended (excluding sale records). The Applicant will provide access to PI and it will consider requests for amendment that are submitted in writing by Patients.

II. Accounting

An individual has the right to obtain an accounting of certain disclosures of his or her own PI. This right to an accounting extends to disclosures made in the last six years, other than disclosures: • to individuals about their own PI; • incident to an otherwise permitted use or disclosure or pursuant to an authorization; • for purposes of creation of a facility directory or to persons involved in the Patient's care or other notification purposes; • as part of a limited data set; or • for other national security or law enforcement purposes. The Applicant shall respond to an accounting request within 60 days. If the Applicant is unable to provide the accounting within 60 days, it may extend the period by 30 days, provided that it gives the Patient notice (including the reason for the delay and the date the information will be provided) within the original 60-day period. The accounting must include the date of the disclosure, the name of the receiving party, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any). The first

accounting in any 12-month period shall be provided free of charge. The Privacy Officer may impose reasonable production and mailing costs for subsequent accountings. The Privacy Officer is responsible for responding to a request for Accounting.

III. Requests for Alternative Communication Means or Locations

Patients may request to receive communications regarding their PI by alternative means or at alternative locations. For example, Patients may ask to be called only at work rather than at home. Such requests may be honored if, in the sole discretion of the Applicant, the requests are reasonable. However, the Applicant shall accommodate such a request if the Patient clearly provides information that the disclosure of all or part of that information could endanger the Patient. The Privacy Officer in collaboration with managers has responsibility for administering requests for confidential communications.

IV. Requests for Restrictions on Uses and Disclosures of Protected Health Information

A Patient may request restrictions on the use and disclosure of the Patient's PI. It is the Applicant's policy to attempt to honor such requests if, in the sole discretion of the Applicant, the requests are reasonable. The Privacy Officer is charged with responsibility for processing requests for restrictions.

V. When a Patient Requests a Copy of his/her Record

A Patient can request a copy of his/her sale record by completing a Request for Accessing / Inspecting / Copying Confidential Information form and submitting it. The Privacy Officer must process and respond to the request. Patients can request this form from the dispensary.

The Applicant will take reasonable steps and exercise professional judgment to verify the identity of the individual making a request for access to his/her own PI. a) If the request is made in person, verification of identity may be accomplished by asking for photo identification (such as a driver's license). A copy of the I.D. must be attached to the request and placed in the Patients record. b) If the request is made over the telephone, verification will be accomplished by requesting identifying information such as social security number, birth date, and sale record number and confirming that this information

matches what is in the Patient's record. Or, verification will occur through a callback process using phone numbers documented in the Patient record to validate the caller's identity. c) If the request is made in writing, verification will be accomplished by requesting a photocopy of photo identification if a photocopy of the ID is not available, the signature on the written request must be compared with the signature in the Patient record. In addition, the Applicant will need to verify the validity of the written request by contacting the Patient by telephone

VI. PI BREACH REPORTING

The purpose of this section is to address the Applicant's privacy requirements for reporting, documenting, and investigating a known or suspected action or adverse event resulting from unauthorized use or disclosure of individually identifiable health information.

A privacy breach is an adverse event or action that is unplanned, unusual, and unwanted that happens as a result of non-compliance with the privacy policies and procedures of the Applicant. A privacy breach must pertain to the unauthorized use or disclosure of health information, including 'accidental disclosures' such as misdirected e-mails or faxes. The Privacy Officer shall immediately notify the Department of Health, investigate and attempt to resolve all reported suspected privacy breaches. Staff members are required to verbally report to his/her supervisor any event or circumstance that is believed to be an inappropriate use or disclosure of a Patient PI. If the supervisor is unavailable, the staff member must notify the Privacy Officer within 24 hours of the incident. If the manager determines that further review is required, the manager and staff member will consult with the Privacy Officer to determine whether the suspected incident warrants further investigation. In all cases and Incident Report must be filled out and submitted to the appropriate reviewer. The Privacy Officer will document all privacy incidents and corrective actions taken. Documentation shall include a description of corrective actions, if any are necessary, or explanation of why corrective actions are not needed, and any mitigation undertaken for each specific privacy incident. All documentation of a privacy breach shall be maintained with the Privacy Officer and shall be retained for at least six years from the date of the investigation. Such documentation is not considered part of the Patient's sales record. If the Patient is not aware of a privacy incident, the Privacy Officer shall investigate the incident thoroughly before determining whether the Patient should be informed. If the Patient is aware of a privacy incident, the Privacy Officer shall contact the Patient within three (3) business days of receiving notice of the incident. The method of contact is at the discretion of the Privacy Officer, but

resulting communications with the Patient must be documented in the incident report. In addition, any privacy incident that includes a disclosure for which an accounting is required must be documented and entered into accounting. Staffs who fail to report known PI/security incidents, or fail to report them promptly, may be subject to disciplinary action up to termination.

I. Breach Notification Requirements

Following a breach of unsecured protected health information; covered entities must provide notification of the breach to affected individuals if necessary and in certain circumstances, to the media. In addition, business associates must notify covered entities that a breach has occurred.

•Individual Notice

The Applicant must notify affected individuals following the discovery of a breach of unsecured protected information in written form by first-class mail, or alternatively, by e-mail if the affected individual has agreed to receive such notices electronically. If the Applicant has insufficient or out-of-date contact information for 10 or more individuals, the Applicant must provide substitute individual notice by either posting the notice on the home page of its web site or by providing the notice in major print or broadcast media where the affected individuals likely reside. If the Applicant has insufficient or out-of-date contact information for fewer than 10 individuals, the Applicant may provide substitute notice by an alternative form of written, telephone, or other means. These individual notifications must be provided without unreasonable delay and in no case later than 60 days following the discovery of a breach and must include, to the extent possible, a description of the breach, a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what the Applicant is doing to investigate the breach, mitigate the harm, and prevent further breaches, as well as contact information for the Applicant. Additionally, for substitute notice provided via web posting or major print or broadcast media, the notification must include a toll-free number for individuals to contact the Applicant to determine if their protected health information was involved in the breach.

•Notice to the Department

In addition to notifying affected individuals and the media (where appropriate), the Applicant must notify the Department of Health of breaches of the security of protected information, as well as the Department of Business Regulation.

II. Complaint/Concerns Reporting

Concerns about the Applicant's privacy practices may arise in a variety of contexts and may be received by many different persons at the Applicant. It is important that the Applicant responds to concerns and complaints in a timely manner. When a staff member hears or receives a complaint/concern, he/she should ask the complainant whether or not the complainant wishes to file a formal complaint and offer to assist the complainant with the form. Even if the person does not wish to file a complaint or provide identifying information, the staff member should proceed with the procedures outlined below.

Filing a Complaint

Patient's complaints of alleged privacy rights violations may be forwarded through multiple channels, such as telephone calls, letter via mail/email, in person. If an employee receives these complaints, the person receiving the complaint will:

- In response to a Telephone Call or In-Person Request to File a Complaint – Complete the Privacy Complaint Form and immediately forward to the Privacy Officer. Offer to forward a copy of the complaint form to the complainant.
- In response to a Letter or Email (print out) – Complete the Privacy Complaint Form and immediately forward to the Privacy Officer. Attach the written complaint to the complaint form.
- In response to an Anonymous Complaint– Complete the Privacy Complaint Form based on the information provided and immediately forward to the Privacy Officer. When possible, explain to the complainant that the Applicant has an obligation to follow up on complaints whether or not they are anonymously filed.

Staff Members – Call the Privacy Officer. Staff members may also complete the Privacy Complaint Form and forward to the Privacy Officer. Staff members can also fill out the complaint form and put it in the Privacy Officers mail box. Upon receipt of a complaint, the Privacy Officer will initiate primary investigation.

- Initial review – All complaints will be initially reviewed by the Privacy Officer or his/her designee to determine if the complaint alleges a violation of established policies and procedures or other known regulations regarding the protection of individually identifiable health information. If there is no legitimate allegation, the Privacy Officer will, when possible, contact the Complainant by letter and inform him/her of this finding within 60 days. All documentation will be maintained as prescribed in this policy.

- Complaints requiring further review – If there is a legitimate allegation, the Privacy Officer or his/her designee will conduct a detailed investigation by reviewing the covered practices, contacting employees, or volunteers as needed, working with the Department (as applicable), and utilizing other Applicant resources as needed.

Upon conclusion of the investigation, the Privacy Officer will, when possible, contact the Complainant by letter and inform him/her of the finding within 60 days.

a) 60-day time frame – In the event that this 60-day period cannot be met, the Privacy Officer shall, when possible, communicate this determination to the Complainant in writing and include an estimated timeframe for completion of the investigation.

b) Outcome of Investigation - The purpose of the investigation is to determine the compliance of the Applicant's policies and procedures implementing the privacy standards. The Applicant will mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of PI in violation of the Applicant's policies and procedures or legal privacy requirements by the Applicant or any of its Business Associates. In the event that disciplinary action is recommended, the Privacy Officer or his/her designee will coordinate any action with management.

c) Documentation - All complaints sent to the Privacy Officer shall be documented in a format that includes all of the information contained on the Privacy Complaint Form. The Privacy Officer will maintain all completed complaints' documentation for six years from the initial date of the complaint.

Summary Guidelines for Safeguarding the Privacy of Protected Information

These are guidelines centered on how to safeguard health information and ensure confidentiality when using normal business communications, such as conversations, telephone, faxes, mail, and electronic mail. Wherever practical, the material containing Protected Information (PI) should be labeled as confidential on the document, CD, or other medium. PI maintained electronically should be password-protected in all media. Also when using and disclosing PI, you must take reasonable measures to ensure the information is protected. Below are simple safeguarding tasks that should be used when communicating in a work environment that necessitates access to and use and disclosure of PI. Remember to limit your communications of PI to the minimum necessary for the intended purpose. Restrict your communications to those who have a valid “need to know” the information. If you have questions about these safeguards and how to protect PI communications, please discuss them with your supervisor.

SUMMARY NOTICE OF PRIVACY PRACTICES

THIS IS A SUMMARY OF OUR NOTICE OF PRIVACY PRACTICES, WHICH DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Our pledge to protect your privacy:

The Applicant is committed to protecting the privacy of your information. Your information is recorded in a patient management system, Department of Health system and our sales records. We will not use or disclose your information for any purpose without your permission unless required to do by law.

Patient Rights - You have the following rights regarding your information:

- To request to inspect and obtain a copy of your records, subject to certain limited exceptions;

- To request to add an addendum to or correct your records;
- To request an accounting of disclosures of your information;
- To request restrictions on certain uses or disclosures of your information;
- To request that we communicate with you in a certain way or at a certain location;
- And to receive a copy of the full version of our Notice of Privacy Practices. We may use and disclose information about you for the following purposes:
- To provide you with services;
- For functions necessary to operate the dispensary and assure that our Patients receive quality care;
- and as required or permitted by law.

There are additional situations where we may disclose medical information about you without your authorization,:

- For workers' compensation or similar programs;
- For public health activities (e.g., reporting adverse reactions);
- To a health oversight agency, such as the Department of Health;
- In response to a court or administrative order, subpoena, warrant or similar process;

- To law enforcement officials in certain limited circumstances; • to a coroner, medical examiner or funeral director; and
- To organizations that handle organ, eye, or tissue procurement or transplantation.

Our Notice may be revised or updated from time to time. Please see our full Notice of Privacy Practices for a more detailed description of our privacy practices, your rights regarding your information, and pertinent contact information. For further information about the full Notice of Privacy Practices, please contact: our Privacy Officer at (XXX) XXX-XXXX. A complete version of this notice is available on our website at WWW.XXXXXXX.XXX

ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY NOTICE OF PRIVACY PRACTICES

Our Notice of Privacy Practices provides information about how we may use and disclose protected information about you. The notice contains Patient rights section describing your rights under the law.

You have the right to review our Notice before signing this Consent. The terms of our Notice may change. If we change our Notice, you may obtain a revised copy by contacting our office. You have the right to request that we restrict how protected information about you is used or disclosed for operations. We are not required to agree to this restriction, but if we do, we shall honor that agreement.

By signing this form you consent to our use and disclosure of protected information about you for operations. You have the right to revoke the Consent in writing, signed by you. However, such a revocation shall not affect any disclosures we have already made in reliance on your prior Consent.

The Patient understands that:

- Protected information may be disclosed or used for operations.
- The Applicant has a Notice of Privacy Practices and that the Patient has the opportunity to review this notice.
- The Applicant reserves the right to change the Notice of Privacy Practices.
- The Patient has the right to request restrictions to the uses of their information but the Applicant does not have to agree to those restrictions.
- The Patient may revoke this Consent in writing at any time and full disclosures will then cease.
- The Applicant may condition sales upon the execution of this consent.

I have received a copy of the Summary Notice of Privacy Practices. I understand that I may also request a copy of the complete Notice of Privacy Practices if I so desire.

Name of Patient (print)

Signature of Patient Date

❖ *Sales to out-of-state patients*

Pursuant to R.I. Gen. Laws § 21-28.6-12 and Section 1.6.3(E)(2), the Applicant will conduct sales to out-of-state patient cardholders in accordance with R.I. Gen. Laws § 21-28.6-4(o), provided the receiving or purchasing patient has a valid medical marijuana card, or its equivalent, which has been issued by the applicable regulating authority for the medical marijuana program of the issuing U.S. state/jurisdiction/territory. The patient must also possess and present valid government issued identification matching the name on their medical marijuana card.

Moreover, each patient verified pursuant to § 1.6.3(E)(2)(a) of this Part, shall complete an intake form, to be pre-approved by DBR, which includes the home state card

registration number (or if the home state registration number is not available, a unique identifier assigned by the compassion center).

Further, the Applicant will log and track all transactions with each out-of-state patient cardholder in the Medical Marijuana Program Tracking System according to the issuing state's patient card registration number or the unique identifier assigned to that person by the Applicant.

In addition, out-of-state patient information shall be maintained confidentially in accordance with § 1.6.6(D)(2) of the Regulations. The Applicant will also provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under Rhode Island law and any regulations promulgated thereunder by DBR and/or DOH that apply to dispensing and use of medical marijuana within the State of Rhode Island, including without limitation notice of medical marijuana dispensing and possession limits, prohibition of taking medical marijuana and medical marijuana products across state lines and prohibition of smoking in public places. Thus, out-of-state patients, will, like Rhode Island patients, be entered into our point-of-sale system, as well as seed-to-sale tracking system and inventory control software. This will enable the Applicant to track, trace, recall and otherwise manage patient data, for in-state and out-of-state patients alike.

❖ *Procedures for access to restricted areas*

A full security fence will be constructed around the entirety of the perimeter of the property wherein the facility is located. The fence will be made of security-grade materials, complete with commercial strength steel rails and posts. The security fence will be constructed to a height that will offer great resistance to any intrusion. The security fence gates used for ingress and egress from the facility will allow access to the facilities' parking lots. The physical formation and arrangement of the security fence will be integrated with other security features, such as additional lightning, motion detectors, alarms, and surveillance equipment. The security fence enveloping the facility will be continually, constantly, and contemporaneously viewed by the facilities' security staff. The fence will be part of the initial facility construction phase and be completed and in place before any medical cannabis or medical cannabis product arrives on-site or any business activities commence.

With the aim of precluding any unauthorized entry into the licensed premises, a number of security features will be incorporated into the construction and planning for the facility. The most important factor in preventing unauthorized entry is the presence of on-site security personnel 24 hours a day, seven days a week. Our facility will always have a manned security presence that will monitor and secure the premises, with particular focus given to unauthorized entry. A security operations center will be constructed and staffed during the build-out where security personnel can continuously monitor activities inside and outside of the building.

In unison with the manned security presence, the facility will be built with entrance and exit doors furnished with biometric card readers. Only authorized agents will have

cards to activate the biometric readers that open doors. No doors of egress will open without scanning the biometric card, which will be provided to Agents by the Chief Security Officer. All doors of egress and ingress will be constructed with reinforced steel, which will provide another facet of protection from unauthorized entry. Biometric readers on all exit doors will maintain data and records on individuals that have entered and exited. This data is accessible by an auditable report, which will contain all data regarding those that have come or left the facility. The biometric readers will also be installed on all doors in the facility, with access provided to agents by job function.

The facility will have a comprehensive video surveillance system with cameras covering all entry and exit points, gates, and the entire perimeter of the building and property. The surveillance video will be monitored by Security Division Staff within the facility, which provide security staff the ability to respond to an unauthorized entry immediately. The video surveillance system will function in unison with the alarm system, which notifies the Security Division, the outside and third-party alarm monitoring entity, and State and local law enforcement of any unauthorized entry event.

Construction of the facility will include a limited numbers of doors and no windows for any area where medical marijuana is present. The design has been shaped with the clear intent of creating a facility that is unattractive to an outside threat or attention, as well as to ensure patient privacy.

The security alarm system will cover the entire perimeter of the fence and gates using a system that senses cuts to the fence, an attempt to scale the fence, or any other disturbance that affects the reliability of the fence. The system works by using sensors that encompass the facility's perimeter, fences, gates, by triggering a notification signal and activating the alarm when an intrusion occurs--the total facility is within the purview of this system. The perimeter fence alarm and detection system will be set up at the same time as the construction of the fence and prior to any cultivation activities taking place.

The perimeter fence detection and alarm system will automatically communicate an alert to the Applicant's Security Division, which is located within the facility, the moment that the perimeter is breached or any attempt to breach is committed. The system is attuned to disregard disturbances resulting from weather (rain, snow, hail, or wind) or vibrations caused by passing automobiles. Security staff are physical present within the facility 24 hours a day in order to respond to any activation of security and alarm system. Surveillance cameras are also monitored in real-time by security staff and as a result security staff will have a concurrent view of the area that is responsible for the alarm being triggered. At the time a fence alarm is activated, security staff will immediately move to the location of the breach or attempted breach in an attempt to prevent any unauthorized entry into the facility.

The perimeter fence detection alarm will include a back-up system to ensure continuous operation during a power outage. In the event of a loss of power, the system will immediately transfer to battery back-up until power is restored. During a loss of

power, security personnel will be stationed outside to monitor the perimeter of the property as an added level of protection.

The Applicant's video surveillance system includes high-quality indoor and outdoor dome security cameras connected to video monitoring equipment in the Security Division's Command Center. Facility lighting will be maintained in all areas to ensure that all surveillance images are clear and visible. All lighting in all areas of the facility will be motion-activated in order that clear surveillance is available during non-business hours when lighting has been turned off. All cameras will have day and night capability so no image is ever lost. The day/night capability is particularly significant in medical cannabis storage rooms that have regular periods of darkness. The motion detection technology on all facility lighting will further bolster the capabilities of surveillance imagery.

The Applicant will install high pressure sodium exterior Wall Packs. These Wall Packs contain high intensity lamp heads that are energy efficient. Such lights provide intense illumination even in harsh weather and/or conditions. The fixtures will range from 500 -1,000 watts. The lights are housed in a durable material that is rated for wet conditions, sealed with gaskets, and reinforced to curb any acts of vandalism or other catalyst of destruction. The lights will be placed around the outside of the facility at a height and distance to provide maximum coverage and surveillance. The building's architect and the Chief Security Officer will collaborate on the number of light fixtures to ensure full viewability of the entire premises. Inside fluorescent lights will contain motion detectors, which will guarantee that light is available or turned on whenever an individual enters the area.

The Applicant will install and maintain a robust security alarm system at the facility prior to the completion of construction and the presence of any medical marijuana within the facility. The Applicant will hire a preeminent security alarm company to install the security alarm system, and will develop the necessary components and design features with our Chief Security Officer. A primary goal setting up the alarm system will be security that covers all perimeter entry and exit points, including doors and gates.

The security alarm company will install the perimeter surveillance cameras that provide coverage for the entire property, with specific focus on entry and exit points like doors and gates. The alarm system will be installed at all entry and exit doors and on the gate into the property. The alarm will alert the Security Command Center of the facility and be linked to the outside alarm monitoring company, as well as State and local law enforcement. No area of the premises will lack surveillance coverage and all entry ways into or exits out of the property or building will be covered by active alarm.

When an alarm is sounded at the facility, a notification will be sent to the Chief Security Officer and Security Command Center advising as to the particular point of intrusion. The alarm monitoring company will be notified as well and the alert will be sent to State and local law enforcement. Security personnel will respond by conducting

an immediate investigation of the trigger and intercede at the site of the alarm and assess the situation and threat to the facility. The security alarm system will contain a battery backup (a minimum of 4 hours) in the event of a power outage to ensure constant protection against a threat.

Regular monthly maintenance and testing of the security alarm, to occur within 30 days of the previous test and inspection, will be conducted by security staff and the Chief Security Officer. Any and all issues and/or problems within the alarm system will be fixed as soon as they are identified.

The Applicant has made security of the facility an utmost priority. The security alarm system will be in place and operational prior to complete construction and before any business operations and/or cultivation activities. By retaining and sustaining a security alarm system that provides such wide ranging coverage, particularly at perimeter entry and exit points and portals, this chief goal will be accomplished.

The Applicant will establish policies and procedures for testing and maintenance of the security alarm system and conduct such inspections and/or tests less than 30 days from the previous inspection and test.

The Applicant will have a full-time security staff and a constant manned security presence at the facility. Security staff will be assigned to throughout all locations inside and outside of the building. The Security Command Center will be within the facility, and act as the nucleus of security and monitoring, which to reiterate, will be 24 hours a day, seven days a week. The security system and alarms will be monitored by security staff housed in the Security Command Center at all times. Additionally, the Applicant will contract with an outside, third-party alarm company that will monitor and respond to any incident with the system. The alarm company's monitoring services will also be maintained 24 hours a day, seven days a week. The security system includes a unified fire alarm system with the ability to detect both smoke and fire. The fire alarm will be installed and activated before commencement of any cultivation activities, and be inspected and approved before installation by the fire inspector. The smoke and fire alarm detection systems will be connected to the local fire department and the third-party alarm company.

The security system installed at the facility is comprised of all of the most up-to-date detection technologies, including a function which will determine if there has been a loss of power. If and/or when there is a power outage, the third-party security alarm monitoring company will be notified and will takes steps to alert the proper individuals at the facility. Any power outage will be obvious because the facility will have a 24/7/365 manned security presence on-site. All functions and capabilities of the security alarm system will be accessible to DBR via continuous and uninterrupted remote feed.

The Applicant's video surveillance system includes a recording system, capable of capturing full motion and producing high quality and high resolution images – including clearly revealing facial detail. The closed circuit television system includes

HD-SDI cameras the record at 1080p resolution. This premium resolution offers rich detail and close-up facial detail is fully within the systems capabilities. The video surveillance recording system employs redundancy to ensure full operation 24 hours a day, 365 days a year without interference. If there is a power loss in any sector or portion of the facility and/or its perimeter, the recording system has battery backup. All dome units have battery backup, which secures coverage in the event of power loss of any nature. The video surveillance recording system date and time stamps all captured recordings and frames for search and record storage. Captured frames may be searched by date and time, and images can be captured from the recordings according to date and time. This system is specifically tailored to provide State and local police, as well as DBR and DOH, with as much investigatory materials as possible, if so required.

All individuals that gain authorized access to the facility will pass through the Security Command Center upon entrance. Notices will be posted throughout the building that the location and all its areas are under continual and monitored video surveillance. These postings providing notice of video surveillance will be specifically place at entrance doors, security gates, and in all hallways. The visitor log recorded, housed, and stored at the Security Command Center will include a further post noticing individuals that the facility is subject to 24/7 video surveillance.

All surveillance video recordings and images will be stored on servers in a secure, fire-resistant room housed in the facility. Authorized access to the server room will be limited to those whose jobs so require and whom have been preauthorized by the Chief Security Officer.

All surveillance video recordings and images will be retained for a 60 day period and stored on servers in a secure room within the facility. After the 60 day period has accrued, all recordings will be archived in an electronic medium and stored at an off-site records storage facility for a minimum of 36 months. The archived recording will be stored in waterproof and fireproof storage containers at the storage facility.

All patients and visitors to the facility will enter the building at the designated entrance where the security operations center is located. If the visit will include access to a non-public portion of the facility, the Security personnel will contact the registered agent associated with the visit and accompany the visitor throughout the non-public areas of the facility. Visitors will sign the visitor log upon entry and exit of the facility by security personnel. Visitors will be given a “visitor identification badge” of the facility to be affixed to their clothing and visible throughout their time at the facility. To the extent that admission is to nonpublic areas of the facility, all visitors to the facility will be required to produce government-issued photo identification prior to entry. Security personnel will make a photocopy of the identification prior to allowing the visitor to proceed. Copies of all photocopied IDs will be retained with all visitor logs for a three

year period, and securely stored electronically and in hard copy as part of the Applicant's records.

All approved visitors that have been cleared for entry to a non-public area will be accompanied at all times throughout their stay with the registered agent associated with their visit. No visitor will be permitted to travel to any portion of the facility without being accompanied by a registered agent. Visitors must check any bags or jackets in a designated area during their visit, which are prohibited while walking in operations areas of the building. In the event that a visitor requests to use the bathroom facilities, the registered cultivator agent must affirm that the visitor has no bags or jacket, and wait outside the door until they are finished. Visual supervision of all visitors is mandated of all cultivator agents throughout a visit and until they are returned to the security operations center to log out and leave the premises.

All visitors to the facility that are cleared to enter an area where medical marijuana is stored or being cultivated will be informed of the policy against any contact with medical marijuana during their stay. Security personnel and the registered cultivator agent accompanying the visitor will both inform the visitor of the policy. The Applicant will severely limit visitors to any areas where medical marijuana is stored. In cases where proximity to medical marijuana is necessary, the accompanying agent will remind the visitor on the contact prohibition upon entering an area with these items. Agents will be trained to position themselves during visits between medical marijuana and products and the visitor. This is an additional precaution to prevent violation of the policy.

All visitors to non-public areas of the facility will be required to enter at the security operations center entrance. This will be the only point of entry for visitors to the facility. Security staff will require all visitors to present identification, reason for visit, and sign the visitor log. Visitor logs will be maintained daily, with hard copy and electronic copies stored in the Applicant's on site record repository and with digital back-up for a period of at least 36 months.

Further, the visitor logs will include the name of each visitor, the date and time of the beginning and end of the visit, the name of the escorting agent of the Applicant and, as previously stated, the reason for the visit will be specifically explained.

Of course all patient access to the public portion of the facility, wherein medical cannabis and product will be dispensed, will include patient registration and at a login desk, contained within the security command center, but at a different window than any and all non-patient visitor registration/log-in. This system along with a opaque courtesy buffer will bolster patient privacy, as well as facility security, by centralizing all access to the facility through the Security Command Center, but also maintaining the privacy of patients entering the facility to procure medicine.

❖ *Affiliations with local patient and community organization*

The South County area (Zone 5), which does not presently have an operating compassion center licensee, does not presently have a strong or centralized local patient community and/or organization. As such, the Applicant intends on fostering the creation of such groups based on different categories of patient need. In fact, as shared elsewhere in this Application, the Applicant will create forums and groups, as well as provide educational seminars, to patients and authorized purchasers. Accordingly, in order to accomplish its goal of effectively serving the Rhode Island Medical Marijuana Patient Community, the Applicant will endeavor to create its own patient community. This community will provide for education; counseling and discounted and free marijuana and marijuana products.

In addition to creating its own community based patient groups and forums, the Applicant is ready, willing and able to provide support to any patient organization that would require it. Whether that be in the form of offering tutorials on Marijuana cultivation practices or the medicinal effects of specific strains or providing discounted or free medicine to those that are in financial need or have received a terminal diagnosis, the Applicant is absolutely committed to interfacing with its community of patients and supporting community events in whatever way it may, so long as there is always full adherence to DBR's regulations.

To date, the Applicant has been in discussion for future affiliations, should the Applicant be awarded a license, it will work diligently to create strong affiliations with local patients and organizations.

❖ Employee/workplace drug use policies /procedures

Each employee has an obligation to observe and follow the Applicant's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department; the facility or the Applicant in any manner, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Applicant—if the disciplinary act flows from the use of illicit drugs or is related to an act of diversion from the facility, of course, DBR and RISP will be immediately contacted and a full narrative report of the incident will be provided within a 24 hour period.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of Applicant's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises;

theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, patients or authorized purchasers; performing outside work or use of company property, equipment or facilities in connection with outside work while on Applicant time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Each Employee's Responsibility

Safety can only be achieved through teamwork in the organization. Each employee must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your manager of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your manager immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on Applicant property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your manager.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, manager or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the Applicant's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, patients and the Applicant, the Applicant reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from Applicant property. In addition, the Applicant reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Applicant, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Applicant.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Applicant's security procedures or any other Applicant rules and regulations or that of DBR or DOH.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the Applicant and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

In An Emergency

In the event of an emergency, employees are expected to follow the applicable Emergency Preparedness Plan. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, the smell of smoke, and natural disasters. Your supervisor should be notified immediately when an emergency occurs. If your supervisor is unavailable, contact the nearest manager.

Should an emergency result in the need to communicate information to employees outside of business hours, your manager will contact you. Therefore, it is important that you keep your personal emergency contact information up to date. Notify your manager and human resources when this information changes.

Please direct any questions you may have about the Applicant's emergency procedures to human resources.

Tobacco Smoking in the Workplace

In consideration of the health and safety of all our staff members, the Applicant maintains a tobacco free workplace. Smoking is permitted outside of the Applicant building, and should always be done in the designated area in conformance with State and local law. All cigarette butts must be thrown away in an exterior trash can when finished smoking.

❖ Compliance testing policies/procedures

The Applicant will maintain a system for internal auditing of operations to identify compliance problems, worker or product safety issues, and other indications of system failures. The Applicant will comply with all inspection requirements in the Regulations. Compliance audits are used by the Applicant to achieve the following objectives: maintaining the integrity of the Applicant's quality systems and good standing of licensure; improving compliance with regulatory requirements ensuring the protection of worker, patient and public health and safety ensuring that standard operating procedures are robust and are appropriately used to achieve desired outcomes ensuring that procedures across the Applicant are consistent and transparent.

The Chief Compliance Officer (CCO) is responsible for establishing SOPs related to inspections and audits. Managers and supervisors are required to ensure SOPs are adhered to by all employees and contractors at all times. All employees and contractors are responsible for strict adherence to SOPs and for assisting all inspection and audit activities of internal and external parties as directed by the Applicant's management.

The CCO will assess compliance with regulation. As auditor, the CCO will assess compliance with regulatory requirements of the Applicant. This will include assessing compliance with State law, as well as DBR and DOG Regulation.

Policies and Procedures Summation

- 1.The CCO will develop and maintain all SOPs necessary to control internal audits, regulatory inspections and administrative or criminal investigations.
- 2.The CCO will establish all employee and contractor training requirements necessary to properly implement the SOPs. The Human Resources Director will oversee the provision of all training required.
- 3.All SOPs developed by the CCO must be approved by he Chief Executive Officer (CEO) prior to distribution and implementation.
- 4.The CCO will distribute all revisions and additions to SOPs to the necessary stakeholders, including DBR and DOH, as well as RISP, as applicable or necessary.
- 5.The COO must maintain SOPs that ensure compliance with the inspection requirements and that prevent technical violations.
- 6.the Applicant will be subject to inspection of premises and records at any time. Authorities with inspection rights are not limited to DBR, DOH and RISP, as applicable.
- 7.All persons associated with the Applicant are required to maintain compliance with SOPs and to participate in and assist with all audits, inspections and investigations as directed by management.
- 8.Any suspension of operations resulting from an inspection or audit must be managed by the CEO.

9.The CCO will ensure compliance with all Regulations related to inspections, administrative orders and violations.

10.All Board Members, Executive Officers, Department/Division Heads, managers, employees and contractors must comply with orders of DBR and DOH.

The Applicant will comply with all mandated operating standards required in the Regulations and demonstrated by the Application at whole. The maintenance of such standards is integral and forms the foundation to compliance testing/auditing. The COO is responsible for maintaining SOPs pertaining to the operating standards required for the medical cannabis establishment. The CCO will oversee compliance with the SOPs and the applicable Regulations. Managers and supervisors are required to ensure SOPs are adhered to by all employees and contractors at all times. All employees and contractors are responsible for strict adherence to SOPs and reporting any compliance questions or issues to their supervisor. Accordingly, the COO maintains SOPs pertaining to the company's required operating standards and oversee compliance with the SOPs and applicable Regulations; managers and supervisors are required to ensure SOPs are adhered to by all employees and contractors at all times and all employees and contractors are responsible for strict adherence to SOPs and reporting any compliance questions or issues to their supervisor.

Further, in addition to maintaining and revising SOPs; auditing compliance internally; providing DBR and DOH with full access to all systems and full transparency, the Applicant will on a bi-annual basis employ a third party company to perform an independent audit of the Applicant's compliance record; present operational compliance and review/analysis, as well as revision to, all in place SOPs. Any and all data, reports and/or recommendation provided by this third party auditor will be provided to DBR and DOH as applicable.

❖ ***Policies, procedures and mechanisms to ensure compliance with prohibited financial interests***

The Applicant is mindful of all DBR Rules and Regulations related to financial compliance. The Applicant understands that *interest holders* or *key persons*, important defined terms, under the Regulations, are as follows:

a.All persons and/or entities with any ownership interest with respect to the applicant/licensee, including parent companies if the applicant licensee is a subsidiary of another entity, and

b.All officers, directors, members, managers or agents of the applicant/licensee, and any other entities described in § 1.1(A)(23)(a) of this Part, and

c. All persons or entities with managing or operational control with respect to the applicant/licensee, its operation, any other entities described in §§ 1.1(A)(23)(a) and (b) of this Part, the license and/or licensed facilities whether they have an ownership interest or not, and

d. All investors or other persons or entities with any financial interest with respect to the applicant/licensee, any other entities described in §§ 1.1(A)(23)(a), (b) and (c) of this Part, its operations, the license, and/or licensed facilities, whether they have ownership interest or not, and

e. All persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to the applicant/licensee, its operations, the license and/or the licensed facilities, and

f. To the extent that any Interest Holder is an entity (corporation, partnership, LLC, etc.), all Interest Holders in that entity and all Interest Holders therein down to the individual person level.

Further, the Applicant is aware that *material financial interest or control*, another important defined term within the Regulations, is defined as follows:

a. Any ownership interest, regardless of the size of the holding, and including any ownership interest through a subsidiary or affiliate;

b. Trusteeship, mortgage, guarantor, endorser or surety relationship, or loan relationship, except that loan relationship for the purposes of this definition shall exclude accounts payable and accounts receivable on account of a medical marijuana purchase order;

c. Any other beneficial financial interest as determined by DBR such that the holder bears the risk of loss (other than as an insurer) or has an opportunity to gain profit from the operation or sale of the regulated medical marijuana business; and/or

d. Managerial or operational control, including but not limited to interlocking directors or officers or through a management agreement.

Further, in addition to an understanding of important defined terms within the Regulations, the Applicant is committed to disclosing to DBR and keeping perfect records as it relates to:

(1) All persons and entities with ownership interests;

- (2)All officers, directors, members, managers and agents;
- (3)All persons or entities with managing or operational control;
- (4)All investors or other persons or entities with any financial interest;
- (5)All persons or entities with interests arising under management companies or agreements or other agreements that afford third-party managerial or operational control;
- (6)If the compassion center premises and/or other operational assets will be owned or leased by a person or entity other than the applicant, the legal name and current address of such person or entity and a list of all persons or entities (legal names and current addresses) having any ownership or financial interest in such entity, whether direct or indirect; and
- (7)The legal names and current addresses of all creditors that will loan money to, finance and/or hold a security interest in the premises and/or other assets to be used in the compassion center operations, if any.

Therefore, the Applicant, as well as DBR, will quickly be able to identify any potential prohibited financial interest, in most circumstances, prior to the existence of such an issue. If at any point, any key person/interest holder identified in § 1.2(C)(4)(h) of the Regulations has a material financial interest or control in another compassion center, cultivator, cooperative cultivation or other marijuana establishment licensee as determined by DBR, that key person/interest holder will immediately disclose that interest in the application form and include a plan of divestiture in accordance with the Regulations or divest itself from the Applicant and any *key persons, interest holders* or any other person or business entity with a *material financial interest or control* of the Applicant immediately. Further, the Applicant would provide DBR with immediate notification and proof of any such prohibited financial interest, as well as the divestiture plan for that individual and/or business entity from the Applicant and/or the prohibited financial interest in other licensee or other entity precluded by State law and DBR Regulations, which created the prohibited financial interest.

Specifically, the divestiture of a prohibited financial interest and/or control protocol put in place by the Applicant will ensure the following:

- a.The Applicant, as well as its interest holders/key persons, may not have any “material financial interest or control” in another Rhode Island compassion center, a cultivator, or a licensed cooperative cultivation or vice versa, pursuant to R.I. Gen. Laws §§ 21-28.6-12(b)(1)(ii) and 21-28.6-12(d)(5)(v).
- b.R.I. Gen. Laws § 21-28.6-12(f)(10) authorizes regulations regarding testing of medical marijuana and marijuana product cultivated and/or manufactured by compassion centers, which will include ensuring the

independence of cannabis testing laboratory. The Applicant, as well as its interest holders/key persons, may not have any material financial interest or control in a Rhode Island DOH-approved cannabis testing laboratory and vice versa.

c.If the Applicant's application is approved, and any prohibited material financial interest or control has been identified by DBR or is otherwise known to the Applicant, such interest or control will be divested prior to issuance of the Applicant's license and in any event no later than thirty (30)days following DBR's notification of the requirement to divest. The plan of divestiture and documents evidencing completion of plan shall be filed with DBR.

d.In addition to required disclosure in the application, the Applicant acknowledges its duty to disclose and divest prohibited material financial interests and control is a continuing obligation of the Applicant and of the licensure.

❖ ***The Applicant will be a non-profit and will maintain such status per State law and DBR Rules and Regulations***

The Applicant will structure itself as and has already been incorporated as a non-profit. Pursuant to state law, as well as DBR Regulations, the Applicant has three individuals that serve on its Board of Directors. They are Thomas Falcone, Christopher Soleau and Alexander Dowlatshahi. The Board of Directors are not compensated. In addition, the Applicant, has a President, Vice President, Treasurer and Secretary as required by Rhode Island law. The President is Thomas Falcone; The Vice President and Treasurer is Christopher Soleau and the Secretary is Alexander Dowlatshahi. Per State law, the applicant has appointed Thomas Falcone as its registered agent. In addition, the Applicant has filed its Articles of Incorporation, which is attached to this Application as **Exhibit B-1**. The Applicant has also obtained its Employer Identification Number (EIN) from the IRS. The Applicant's EIN No. is as follows: [REDACTED] In addition, per State law, the Applicant has drafted, enacted and otherwise ratify its By Laws, which are attached to this Application as **Exhibit B-2**. Moreover, per State law, the Applicant has drafted and adopted a Conflict of Interest Policy, which is contained in the Applicant's Bylaws and attached to this Application at CC Form 4, Subsection C(iii).

The Applicant has already held its initial organizational meeting of its Board of Directors, which are attached to this Application as **Exhibit B-3** and, thus, formally adopted its Conflict of Interest Policy as contained in the Bylaws of the Applicant;

elected its Board of Directors; appointed its Officers and approved other resolutions required by law. *See Meeting Minutes.*

Application for a Rhode Island State Tax Identification Number/Account will be made after state licensing approval.

EXHIBIT B-1



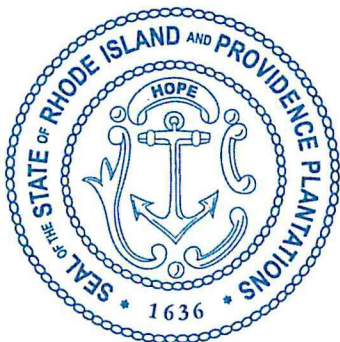
State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

Date: December 10, 2020

Coastal Compassion Center, Inc.
(3 Pages)

A TRUE COPY WITNESSED UNDER THE SEAL OF THE
STATE OF RHODE ISLAND

Secretary of State



By

DIRECTOR	CHRISTOPHER SOLEAU		
DIRECTOR	ALEXANDER DOWLATSHAHI		

ARTICLE VII

The name and address of the incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	THOMAS FALCONE	

ARTICLE VIII

Date when corporate existence is to begin

(not prior to, nor more than 30 days after, the filing of these Articles of Incorporation)

Signed this 9 Day of December, 2020 at 7:06:07 AM by the incorporator(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-6.*

Enter signature(s) below.

THOMAS FALCONE

Form No. 200
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 09, 2020 07:03 AM

A handwritten signature in blue ink, reading "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State

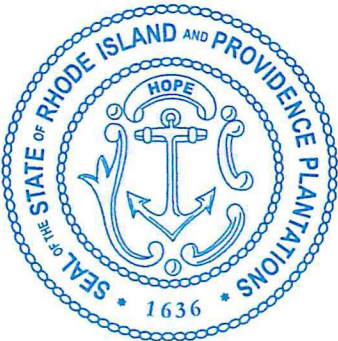
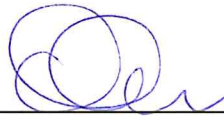


EXHIBIT B-2

A true copy attest:



Thomas Falcone,
Member of the Board of Directors

COASTAL COMPASSION CENTER, INC.
BYLAWS

(A Not-for-Profit Corporation)

ARTICLE I
Name

The name of this corporation (hereinafter referred to as "CORPORATION") is Coastal Compassion Center, Inc.

ARTICLE II
Offices

CORPORATION shall maintain an office in a place determined by the Board. CORPORATION shall have a registered as required by law.

ARTICLE III
Purposes

Section 1. Mission:

Provide safe, dignified and affordable access to medical cannabis for approved patients in the State of Rhode Island.

Section 2. Vision:

The CORPORATION envisions being a community-oriented, nonprofit organization that provides Rhode Island patients in need with safe access to high quality medicine, wellness services and educational resources.

We foresee Coastal Compassion Center serving as a model facility that operates in full compliance with the law, maintains the highest standards of professional operation and truly serves the needs of patients in our state.

ARTICLE IV
Membership

Section 1. Members. Thomas Falcone, Christopher Soleau and Alexander Dowlashahi

Section 2. Annual Meeting. A membership meeting shall be held once each year at a time and place set by Board of Directors.

Section 3. Voting. All members are entitled to vote at the annual membership meeting.

Section 4. Quorum. At least two members shall constitute a quorum at all membership meetings.

Section 5. Manner of Acting. The act of a majority of members at a meeting at which a quorum is present shall be an act of the membership, except as otherwise provided by law or by these bylaws.

Section 6. Notice. Notice of the annual membership meeting shall be sent to each member by either U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten (10) days before the time set for such meeting, and must include the time, date and place of such meeting. The annual meeting will be held each year at a time and place set by the CORPORATION Board of Directors.

ARTICLE V

Board of Directors

Section 1. General Powers. The property, affairs and business of CORPORATION shall be managed and controlled by its Board of Directors. The Board of Directors may, by general resolution, delegate to officers of CORPORATION and to committees and such powers as provided for in these Bylaws.

Section 2. Number. The number of Directors shall be Three (3) voting members or such other number as may be determined by the Board of Directors from time to time.

Section 3. Meetings. The Board of Directors may provide by resolution the time and place for holding annual membership meetings, regular meetings, or special meetings of the Board. The meetings of the Board of Directors shall be closed except to those persons invited by the President.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the CORPORATION President or by a majority vote of the Member of the Board of Directors.

Section 5. Notice. Notice of any meeting of the Board of Directors shall be sent to each Director by U.S. mail, overnight courier, facsimile, electronic mail or other mode of written transmittal, not less than ten(10) days before the time set for such a meeting, and must include the time, date, and place of such meeting. Any Director may waive notice of any meeting before, at or after such meeting.

Section 6. Quorum. A presence of a majority of the voting members of the Board of Directors in office shall constitute a quorum for the transaction of business at any meeting of the meetings much be approved by a majority of the total Board of Directors before said decisions become official.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided by law or by these Bylaws.

Section 8. Teleconferencing. Meetings of the Board may be conducted by teleconference, conference call, or other electronic means, as permitted by law, provided that all persons can communicate with one another, and all persons are otherwise able to fully participate in the meeting. Votes of the members of the Board of Directors received in such manner shall have the same force and effect as votes at a meeting at which the members of the Board of Directors are physically congregated.

Section 9. Action by Unanimous Written Consent. Where permitted by law, any action required to be taken at a meeting of the Board of Directors or any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so take, shall be signed by all of the Directors entitle to vote with respect to the subject matter thereof.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors or any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors. A Director selected to fill a vacancy shall serve the remaining, unexpired term of his or her predecessor in office. Vacancies may be filled or new Directorships created and filled at any meeting of the Board of Directors.

Section 11. Term of Office. The term of office for all elected directors shall be three (3) years. Director shall be permitted to serve more than one term.

Section 12. Nominating Committee. At the first board meeting of the year the President shall designate a Nominating Committee of at least three members. The committee members shall be approved by the Board of Directors. It shall be the duty of this committee to nominate at least one candidate to fill each open office.

Section 13. Elections. The list of nominees as developed by the Nominating Committee shall be presented to the membership for election.

ARTICLE VI

Officers

Section 1. Officers. The Officers of CORPORATION shall initially be a President, Vice President, Secretary, and Treasurer and such other Officers as may be determined by the Board of Directors. The Board of Directors may decide not to fill all offices and they may elect such other Officers as it shall deem necessary and proper, such

Officers to be vested with such authority and to be obligated to perform such duties as shall be prescribed by the Board of Directors.

Section 2. Election and Term of Office. The Officers of CORPORATION shall be elected by the Board of Directors for a two-year term. Officers will have no term limits.

Such election of officers shall be by the affirmative vote of a majority of the Directors in attendance. Incoming Officers shall be elected at the last board meeting of the outgoing officers and shall serve until their successors have been duly elected. When a board member assumes an officer position, his/her term as a board member ends and a new term as an officer begins.

Section 3. Removal. Any Officer may be removed from office at any time by the affirmative vote of two-thirds of the Directors in office, whenever in their judgment the best interest of CORPORATION would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Section 5. President. The President shall be the principal elected officer of CORPORATION. The President shall appoint all standing and special committees, shall serve as a non-voting ex-officio member of all committees, and shall perform such other duties and function as are necessary incident to the office or as may be prescribed by the Board of Directors.

Section 6. Vice President. The Vice President shall assist the President as necessary and appropriate and shall undertake and perform the duties and responsibilities of the office of President if such office is temporarily vacated or if the President is in absentia.

Section 7. Treasurer. The Treasurer shall be responsible for all funds of CORPORATION. They shall be responsible for monitoring and reporting the financial activities of CORPORATION and ensure an annual audit of the financial records. In general the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President of the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and shall oversee the keeping, preparation, and filing of all other records required by law or by the policies of the Board of Directors. The Secretary shall be custodian of the corporate records.

ARTICLE VII

Committees

Section 1. Authority. The President, with the approval of the Board of Directors, may designate and appoint standing and d hoc committees and task forces of CORPORATION.

Section 2. Quorum and Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VIII

Inurement

No part of the net earnings of the CORPORATION shall inure to the benefit of, or be distributable to, its Directors, Officers, Committee Members, except that CORPORATION shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

Section 1. Contracts, Checks, Deposits and Funds.

a. Contracts. The Board of Directors may authorize the President of the CORPORATION to enter into any contract, or execute and deliver any instrument in the name of, and on behalf of, CORPORATION, and such authority may be general or confined to specific instances.

b. Checks. All checks, drafts, all orders for the payment of money, notes or other evidence of indebtedness issued in the name of CORPORATION shall be signed by the Treasurer of CORPORATION and in such manner as shall from time to time be determined by resolution of the Board of Directors.

c. Deposits. All funds of CORPORATION shall be deposited from time to time to the credit of CORPORATION in such banks, trust companies, or other depositories as the Board of Directors may select.

d. Funds. The Board of Directors may accept, on behalf of CORPORATION, any contribution, gifts, bequests or devise for any of the purposes set forth in the Articles of Incorporation or Bylaws of CORPORATION.

3. Conflict of Interest. CORPORATION shall not enter into any agreement with any officer, director, members of the board or any corporation in which any director, officer or member of the board has an interest without a unanimous vote of the Board of Directors.

ARTICLE IX

Books and Records

CORPORATION shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and of its Committees.

Section 1. Internal Controls. The Board of Directors shall establish policies and procedures to ensure that property and adequate controls of CORPORATION financial affairs exist.

Section 2. Annual Financial Audit. There shall be an annual audit of CORPORATION financial books and records by a properly accredited independent Certified Public Accountant, to be designated from time to time by the Board of Directors.

ARTICLE X Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the Act, CORPORATION Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI Indemnification

Section 1. General Indemnification. Each member of the Board of Directors and officer of CORPORATION now or hereafter in office, shall be, and hereby is indemnified by CORPORATION against any and all personal liability and reasonable expense excluding all amounts recovered through proceeds of insurance, (but including, without limitation, counsel fees and disbursements, and amount of judgments, fines, taxes or penalties against, or amounts paid in settlement by, him) that may be incurred by such member of the Board of Directors, officer or person in connection with, or resulting from, any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (regardless of whether made or instituted by or in the right of the corporation) or in connection with any appeal relating thereto, in which he or she may become involved, as a part or otherwise, or with which he or she may be threatened, by reason of being, or having been, a member of the Board of Directors or officer of CORPORATION or serving or having served in such a fiduciary capacity, or by reason of any action taken or omitted in such person's capacity as such member of the Board of Directors, officer or fiduciary, all subject as herein provided.

Without limiting or affecting the scope of the foregoing obligation, each said member of the Board of Directors, officer and person shall be fully indemnified and protected by the corporation in any action or omission to act taken in good faith in accordance with the advice, recommendation or opinion of the attorneys for the

corporation, the accountants employed from time to time to supervise or audit the books and accounts of the corporation, or the actuary of any of said employee benefit plans.

No such indemnification shall be made with respect to (i) matters as to which any said member of the Board of Directors, officer or person shall be finally adjudged to have been dishonest, to have acted fraudulently or to have obtained a personal benefit at the expense of CORPORATION, and (ii) amounts paid or expenses incurred in connection with the settlement of any such claim, action, suit, proceeding or appeal unless the corporation is advised by opinion of an independent counsel that said member of the Board of Directors, officer or person was not dishonest, did not act fraudulently and did not obtain any said personal benefit in the performance of his or her said duties.

The foregoing right of indemnification shall not be exclusive of other rights to which each said member of the Board of Directors, officer or person may be entitled, and shall be available whether or not such member of the Board of Directors, officer or person continues to be a member of the Board of Directors or officer of CORPORATION, of such other association, organization or corporation, or such a fiduciary at the time that any such liabilities and expenses are incurred, paid or satisfied.

If any provision or condition of this Section shall be determined to be invalid or void for any reason, such determination shall not affect the validity of any other provision of this Section or of these bylaws.

Section 2. Insurance. CORPORATION shall purchase and maintain insurance on behalf of the Board of Directors, officers, former board members and former officers and all persons who have served at its request liability, incurred by them by reason of being or having been board members or officers of CORPORATION.

ARTICLE XII

Procedures and Communications

The rules contained in the most recent edition of Robert's Rules of Order shall provide the rules of procedure for CORPORATION where they are not inconsistent with the provisions of the Articles of Incorporation or these Bylaws. All communications, balloting, and notices may be sent by U.S. mail, overnight courier, facsimile, electronic mail.

ARTICLE XIII

Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the directors, present at any regular meeting or any special meeting, if at least fourteen (14) days written notice is given of attention to alter, amend, repeal or to adopt new Bylaws at such meeting.

Adopted this 14th day of December, 2020.

EXHIBIT B-3

COASTAL COMPASSION CENTER, INC.
A Rhode Island Non-Profit Corporation
MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS
December 11, 2020

CALL TO ORDER: The meeting was called to order at approximately 5:00 p.m.

ROLL CALL:

BOARD OF DIRECTORS:

Thomas Falcone
Christopher Soleau
Alexander Dowlashahi

QUORUM: All Board Members of Coastal Compassion Center, Inc. (the "Corporation") were present and qualified as voters.

NEW BUSINESS:

VOTED: that Thomas Falcone is elected as President; Christopher Soleau is elected as Vice President and Treasurer; and Alexander Dowlatshahi is elected as Secretary.

VOTED: To file an application with the Rhode Island Department of Business Regulations for a compassion center license pursuant to RIGL §21-28-6 The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act;

VOTED: To authorize Thomas Falcone, Member of the Board of Directors, to act on behalf of the Corporation and to act as the authorized signatory on any and all documents with respect to the filing of the above referenced application;

VOTED: To appoint Thomas Falcone as the Compliance Officer for the Corporation;


VOTED: To enter into a Lease Agreement with SCFT Associates, LLC and acknowledging that the members of SCFT Associates, LLC and the Members of the Board of Directors of the Corporation are the same, which requires approval pursuant to the Bylaws of the Corporation;

VOTED: To borrow the sum of \$250,000.00 in the form of a Line of Credit bearing interest at the rate of 5% per annum.

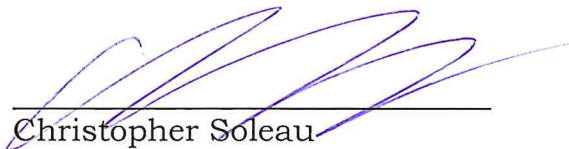
VOTED: That the terms and conditions and including a rental fee have been determined to be fair market value;

VOTED: To Adjourn Meeting.

Executed this 14th day of December, 2020 by all the members of the Board of Directors of Coastal Compassion Center, Inc.



Thomas Falcone



Christopher Soleau



Alexander Dowlatshahi

Updated to 7/16/2020

CC Exhibit C– Business Plan

Attach hereto as CC Exhibit C Applicant's Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations.

The business plan must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations, likelihood of success, and include without limitation:

- a. Applicant's experience running a non-profit organization or other business, and applicant's experience running a medical marijuana business, as applicable;
- b. Detailed description of amount and source of equity, debt and operating capital for the proposed compassion center, including financial statements or other documentation establishing the source of any funds;
- c. Start-up funding and long-term financial feasibility plan;
- d. Detailed timeline for initiating operations;
- e. Funds for capital improvements and operating needs;
- f. Financial capability;
- g. Financial oversight and compliance plan;
- h. Services for hardship patients and charity care;
- i. Three (3) year projected income statement;
- j. Number and category description of FTEs (full time equivalents) and associated payroll expenses (with benefits) required for staffing;
- k. Description of products and services;
- l. Marketing, promotional and sales plan including pricing strategy;
- m. Industry and market assessment and analysis; and
- n. Segment and customer profile.

[ATTACH AND SIGN BELOW]

Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

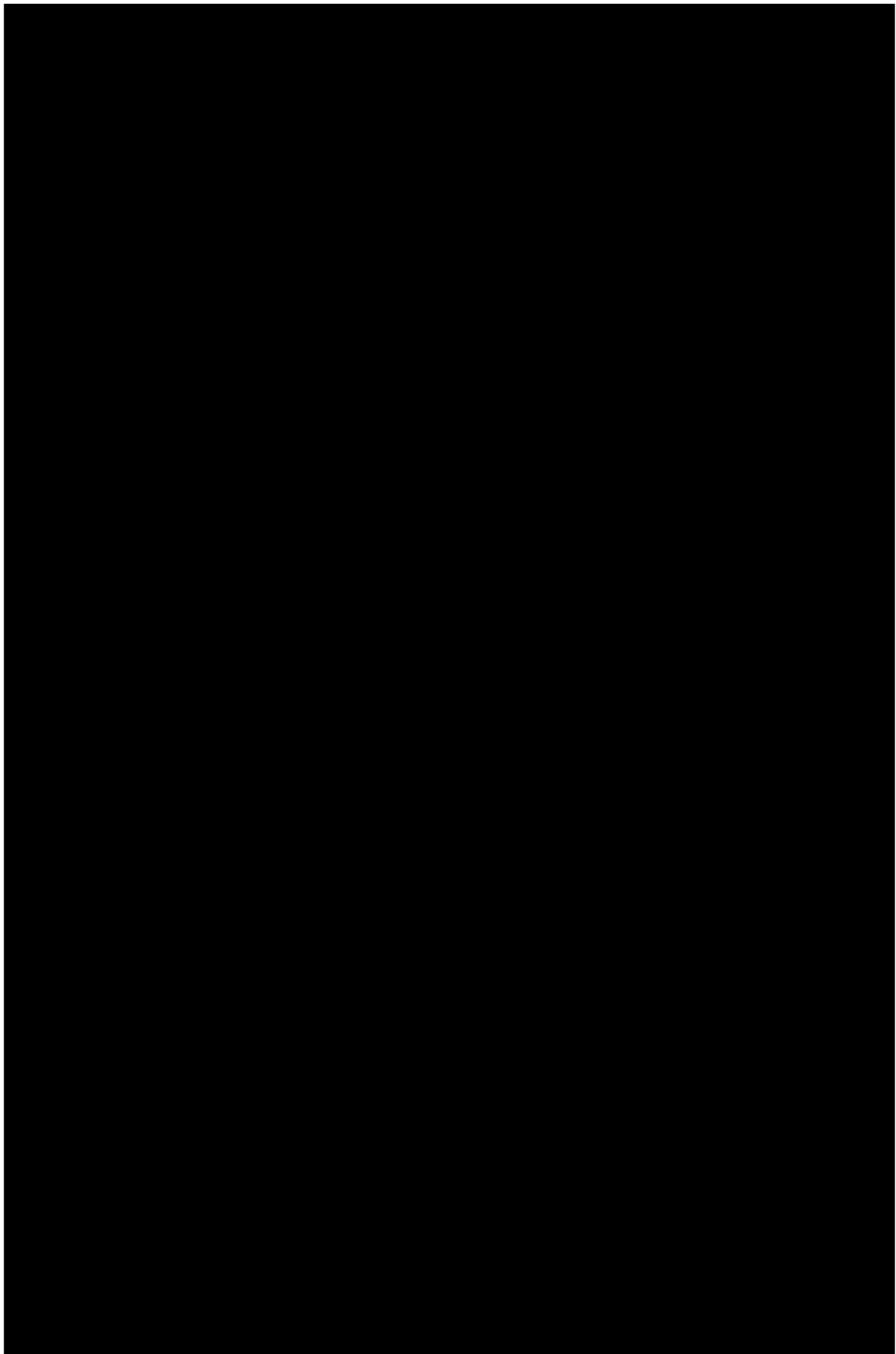
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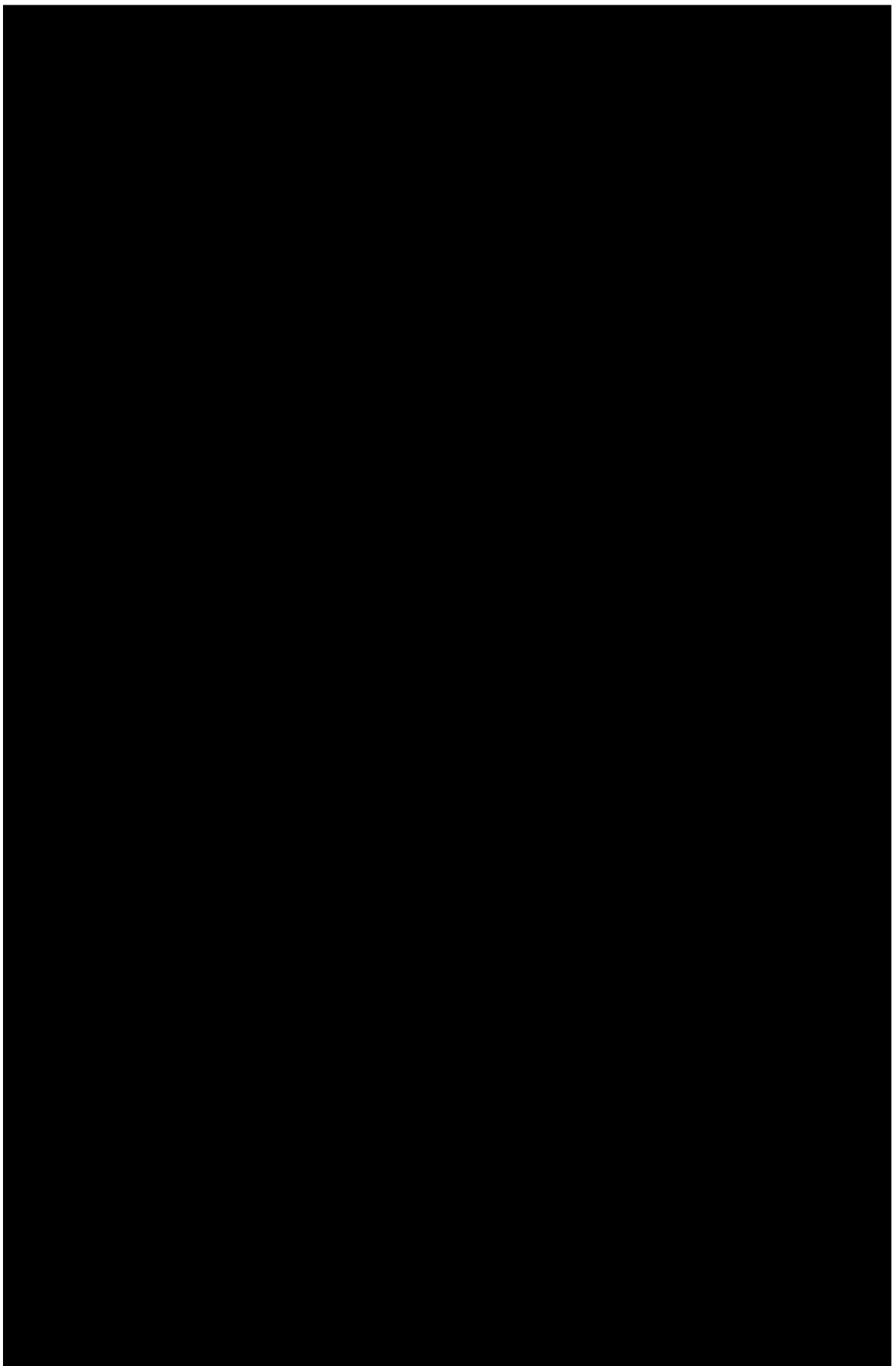
Print Title: President/Director

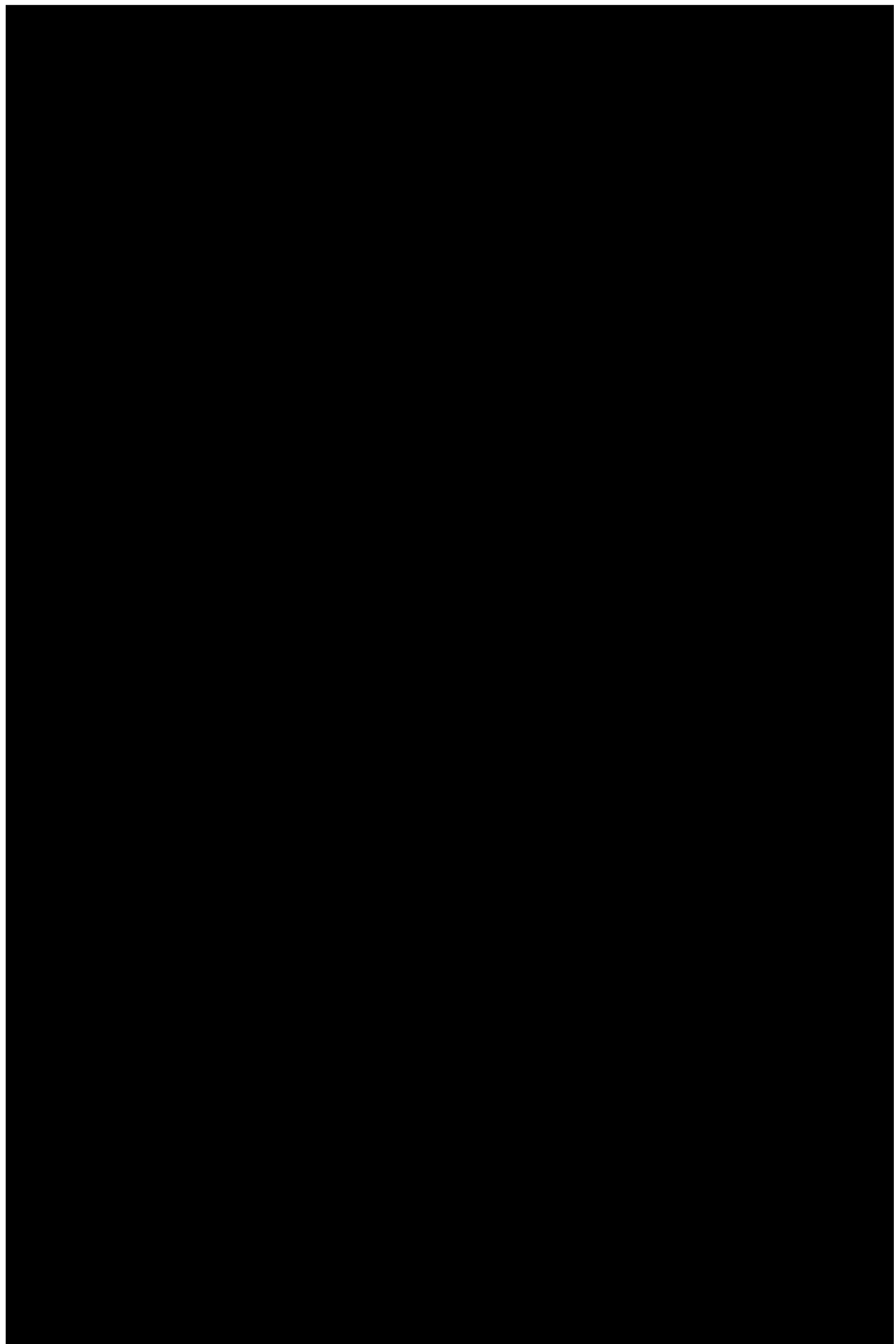
Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

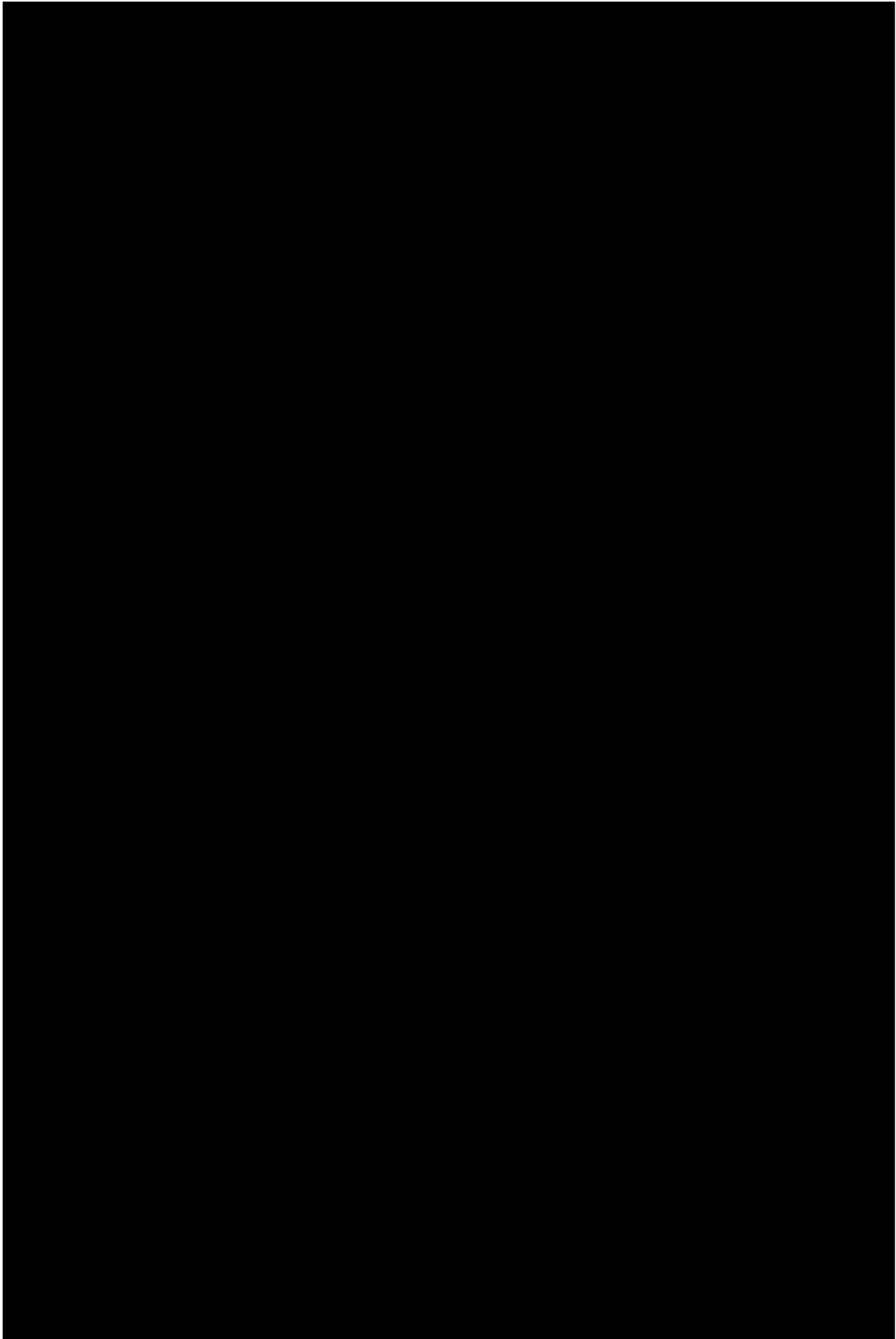
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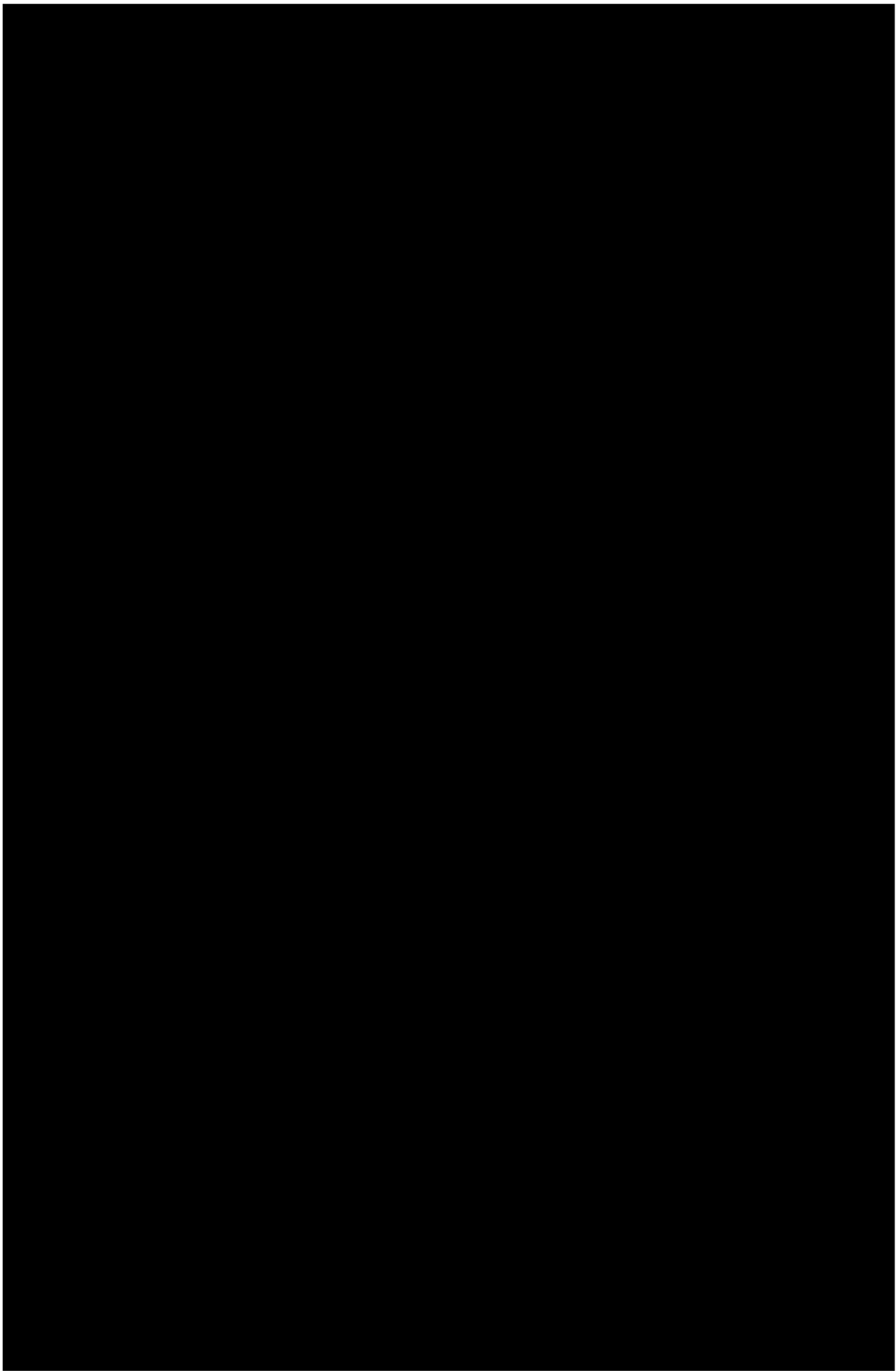
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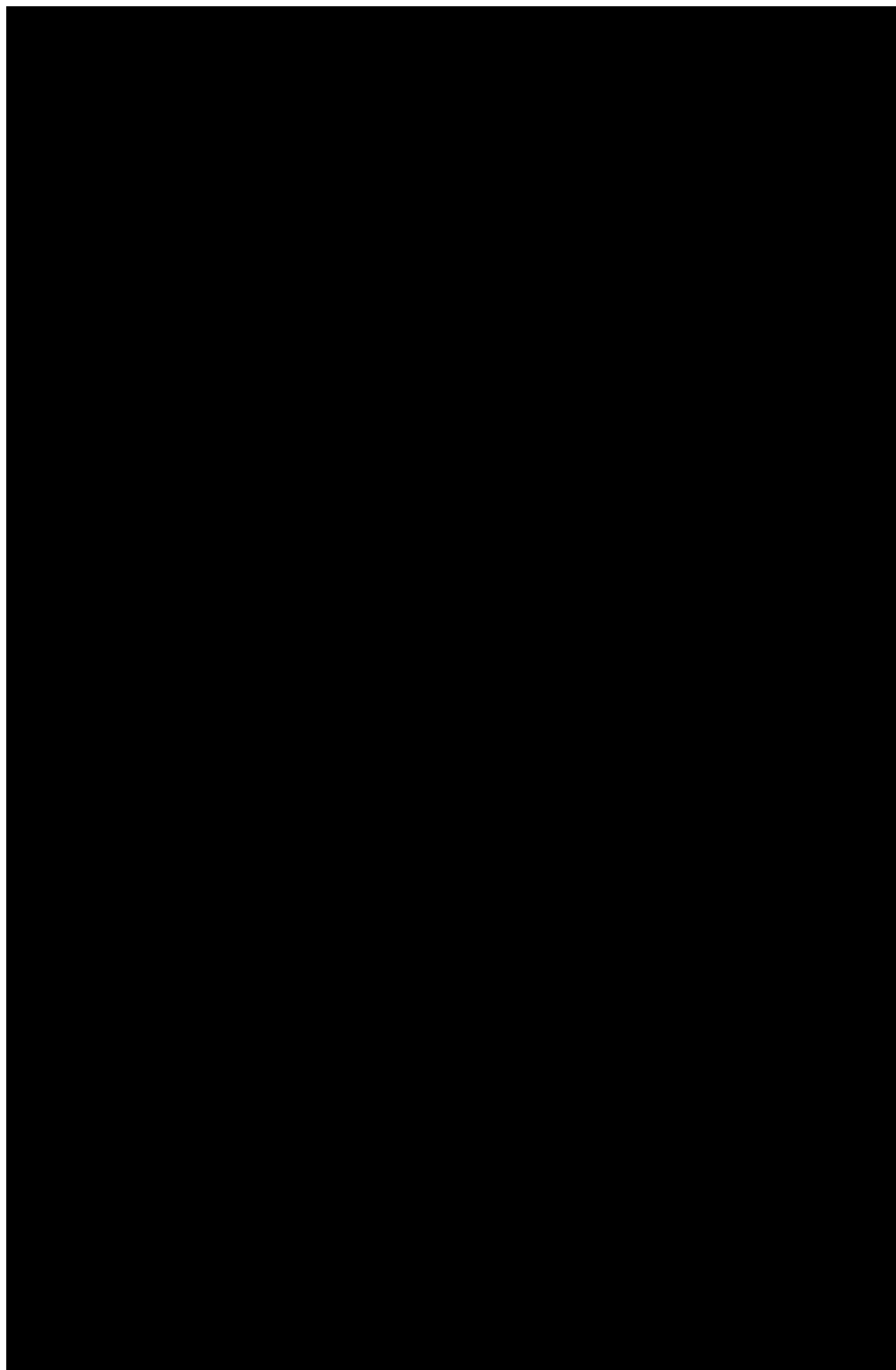


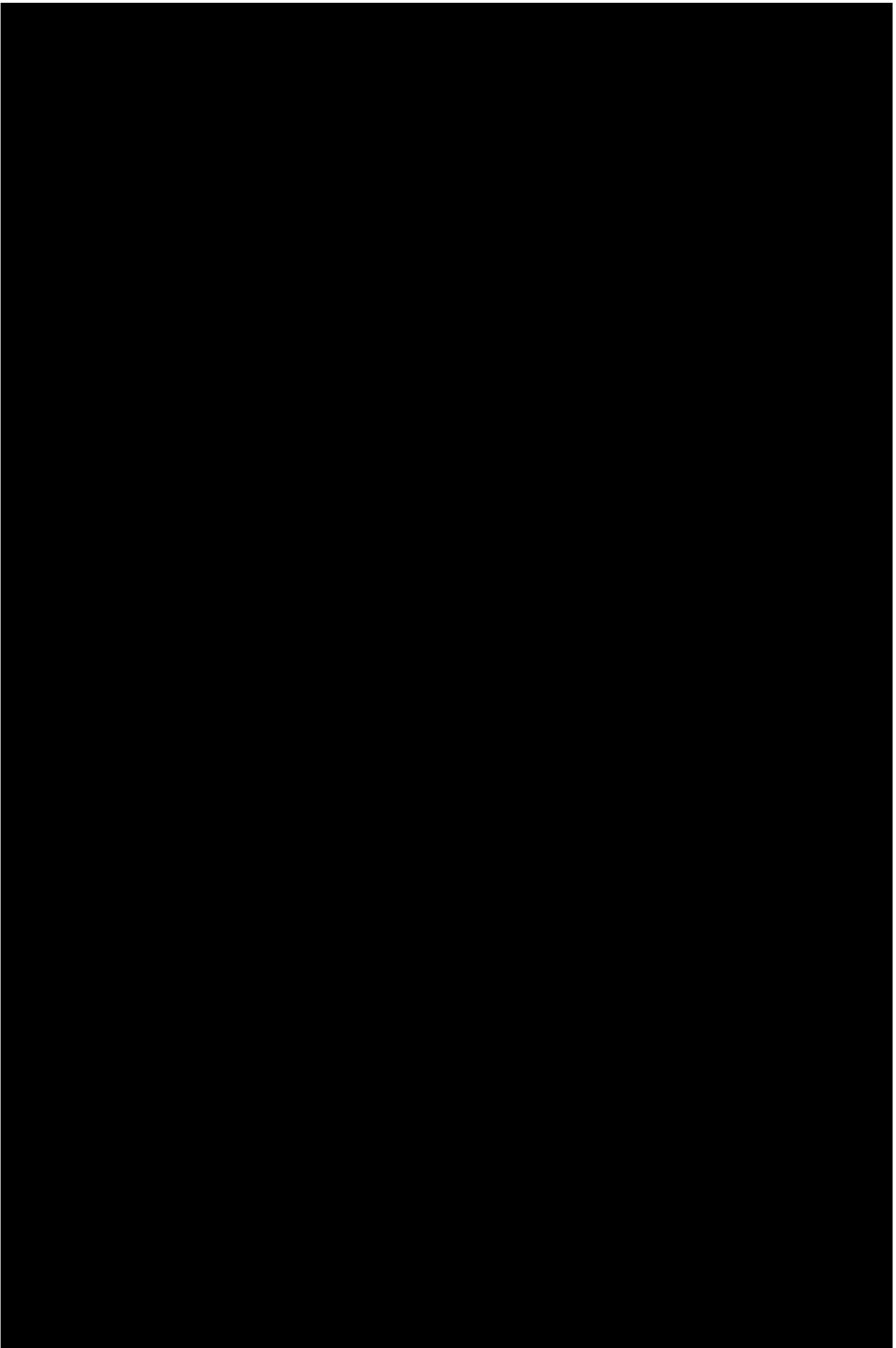


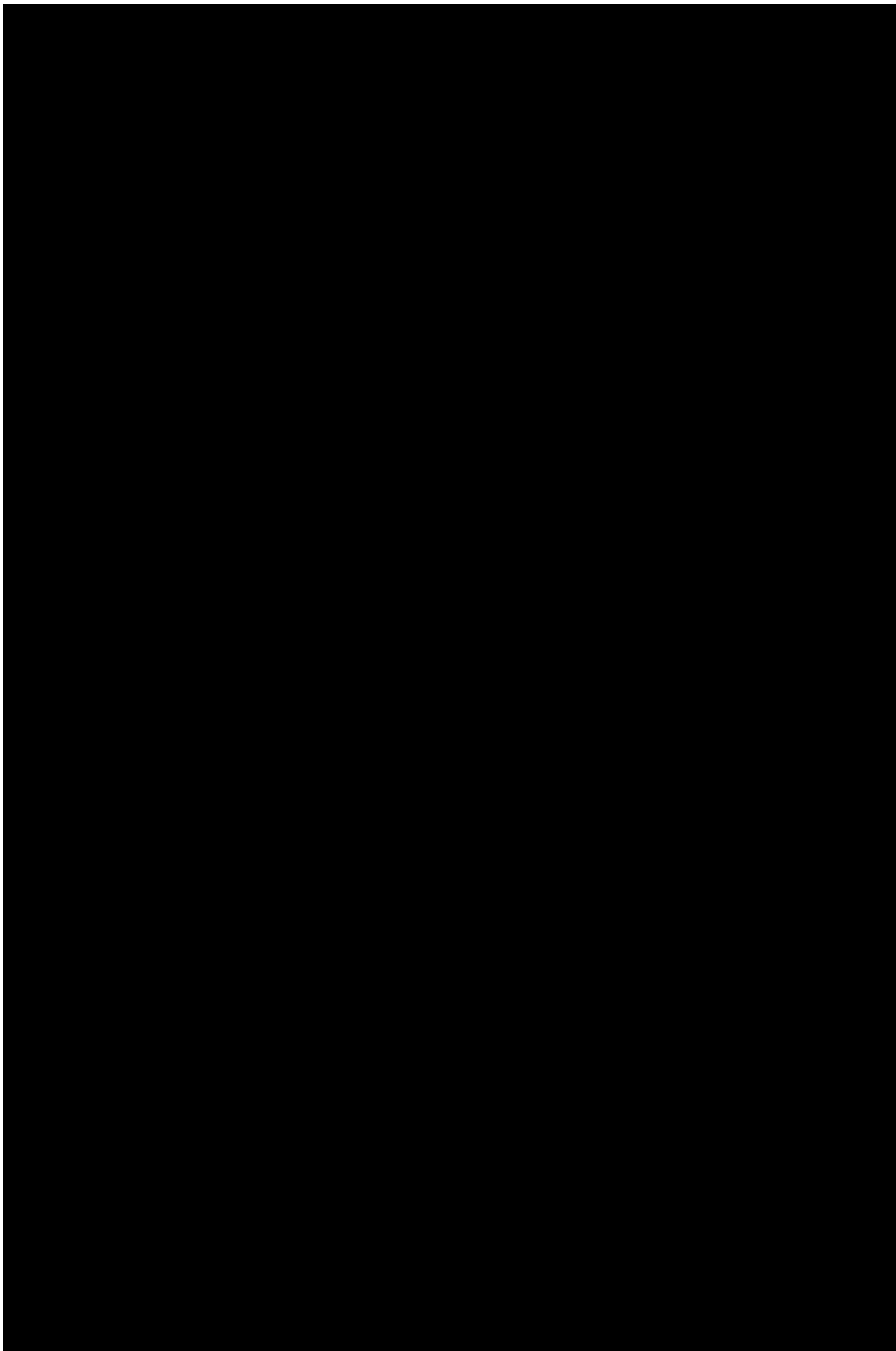


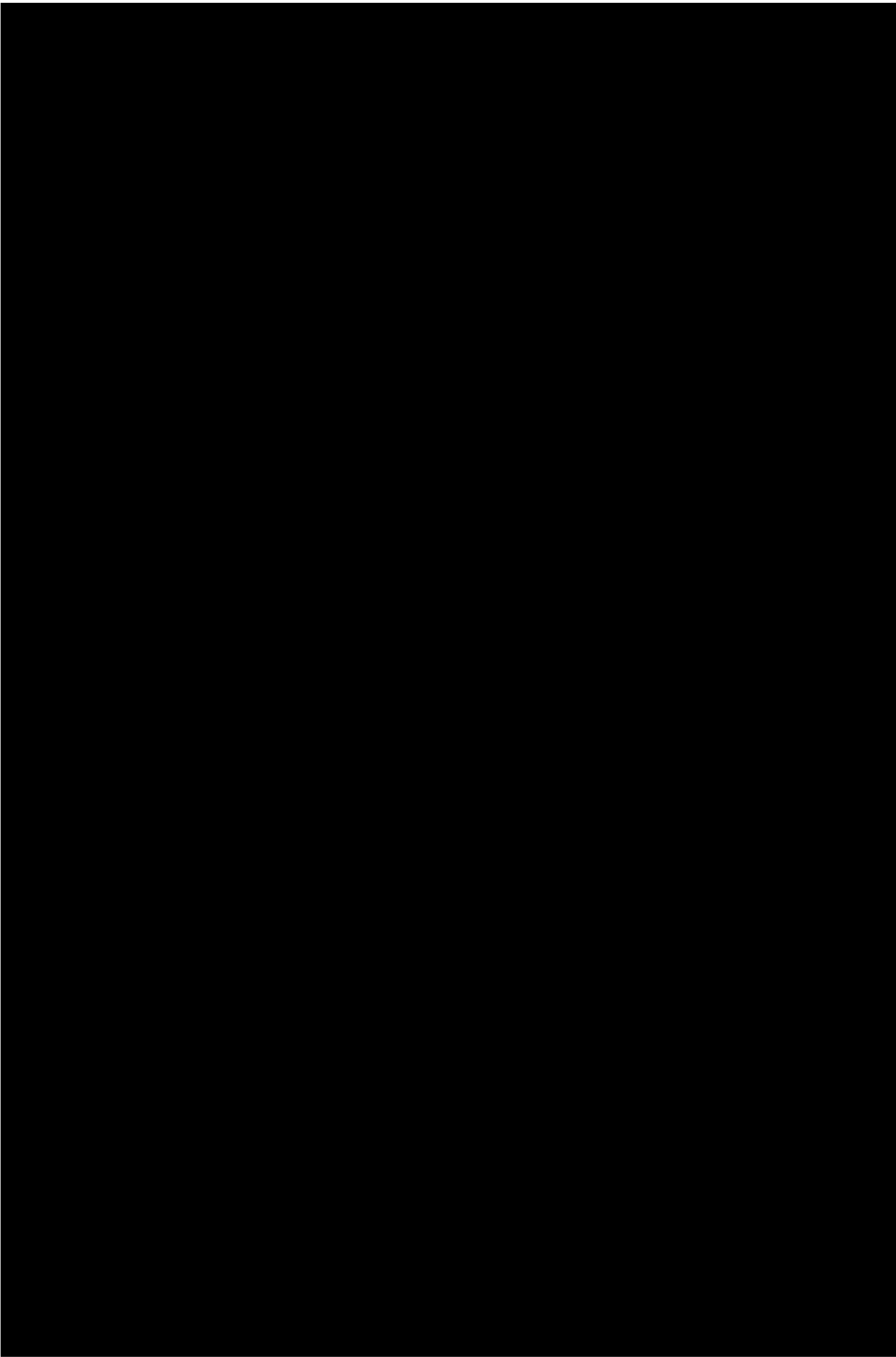


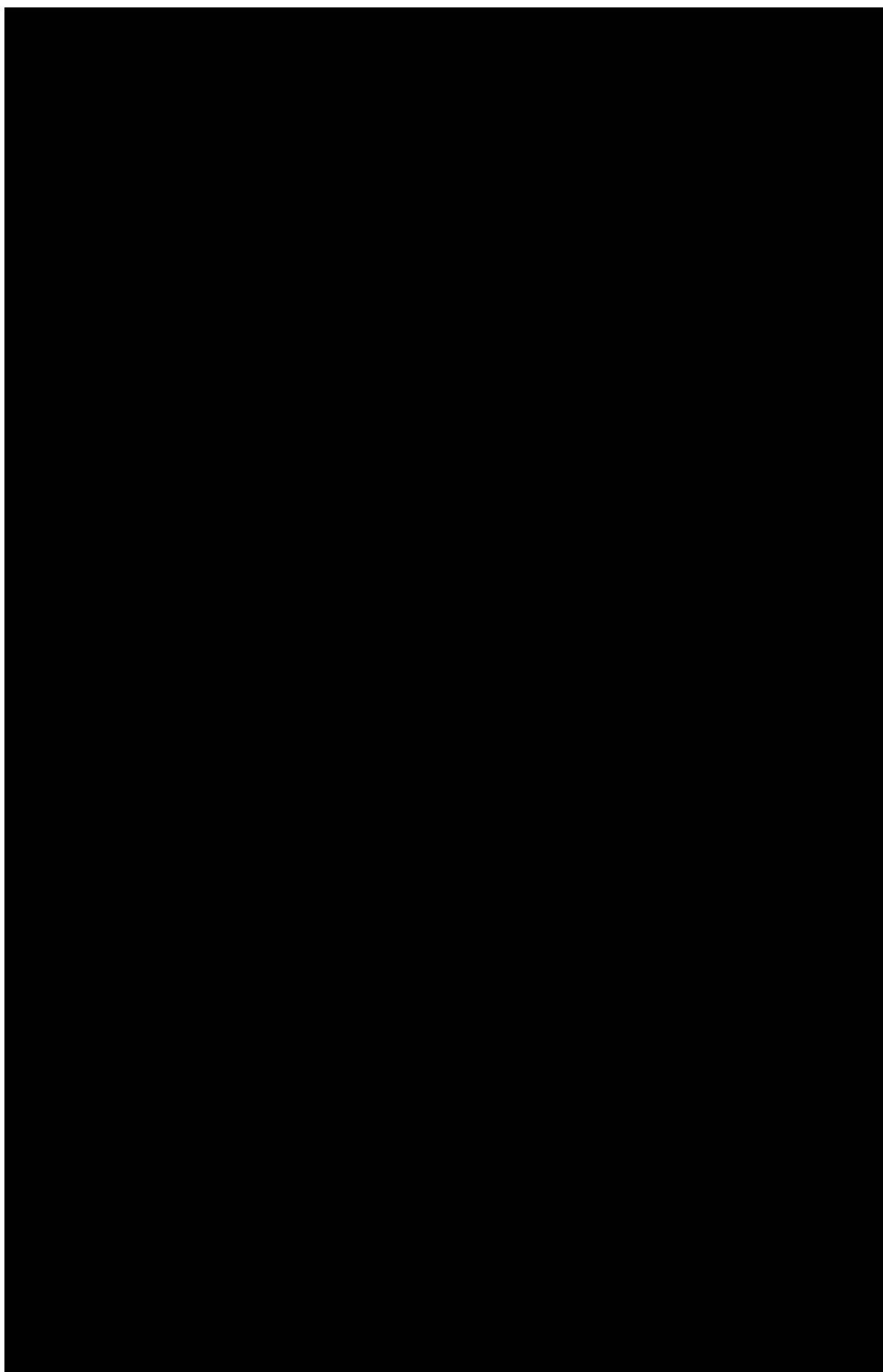


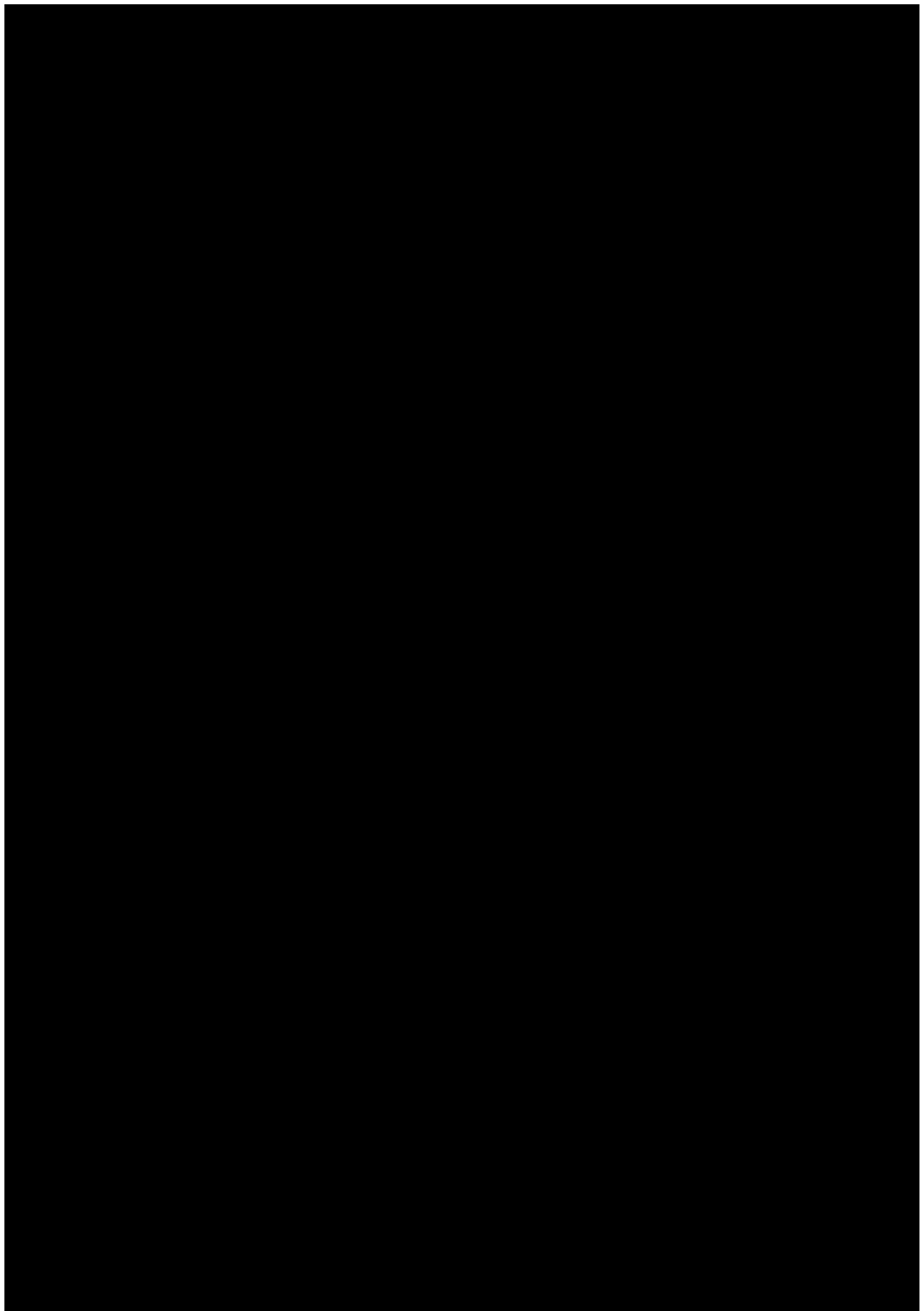


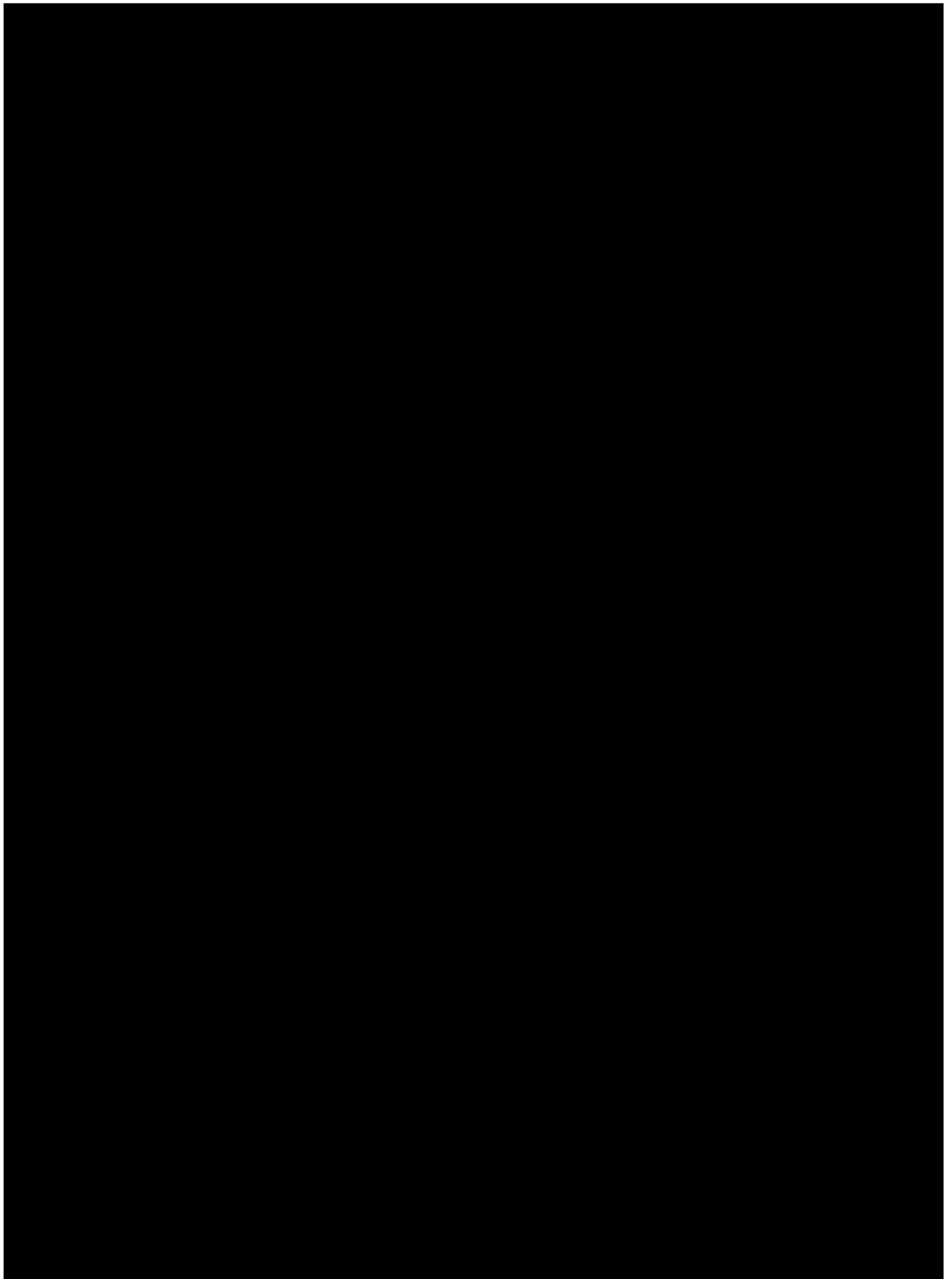




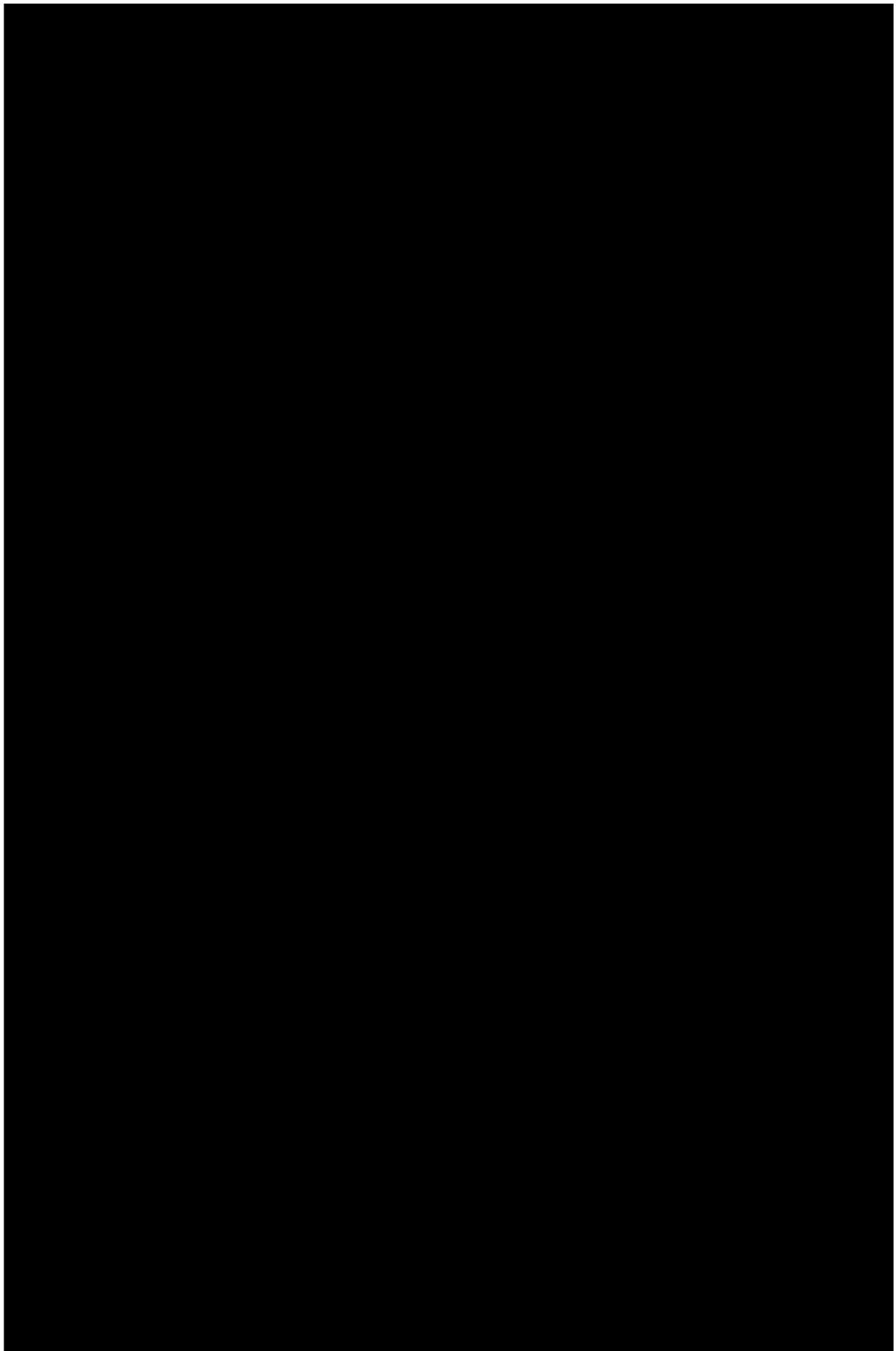


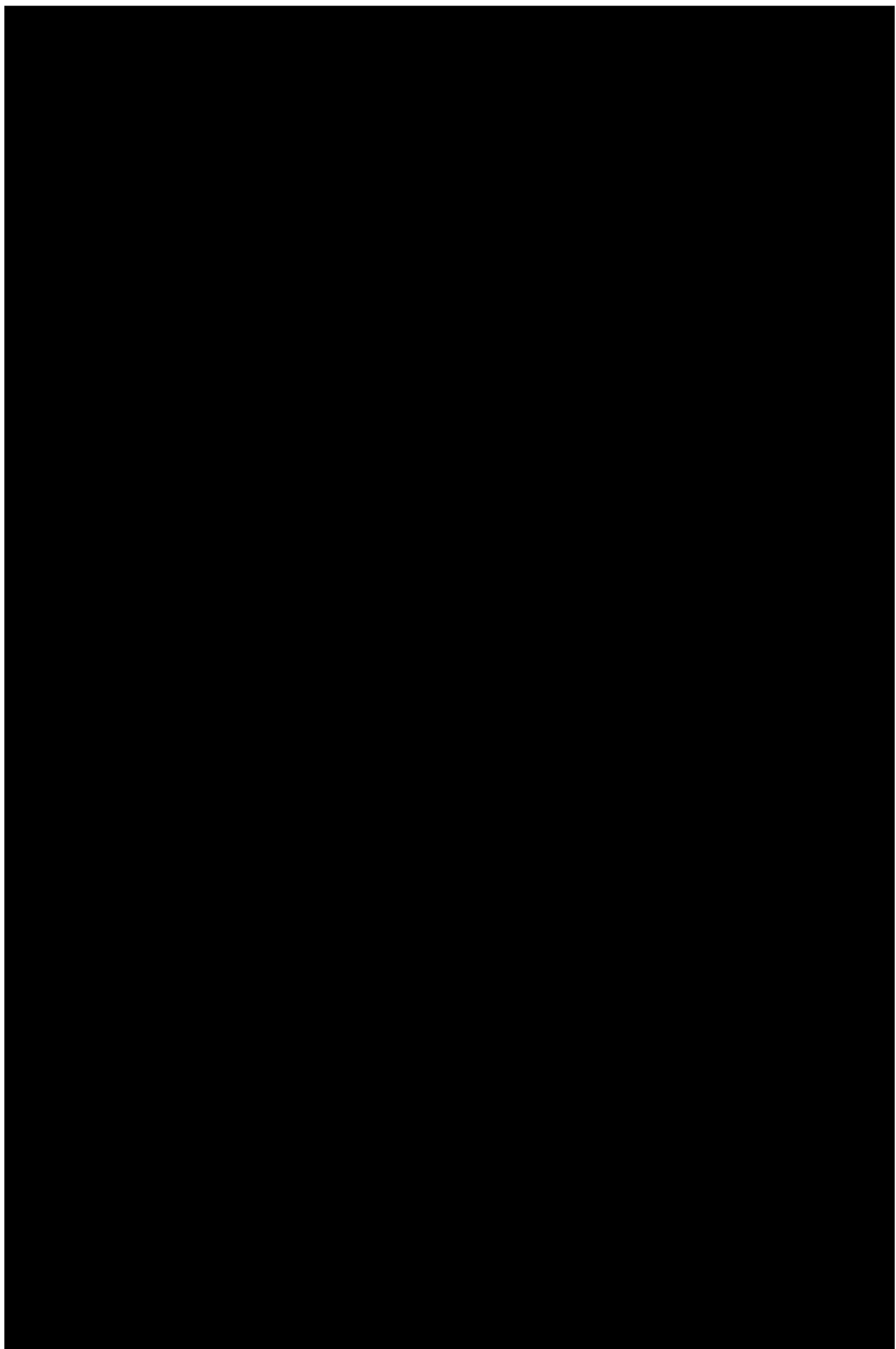


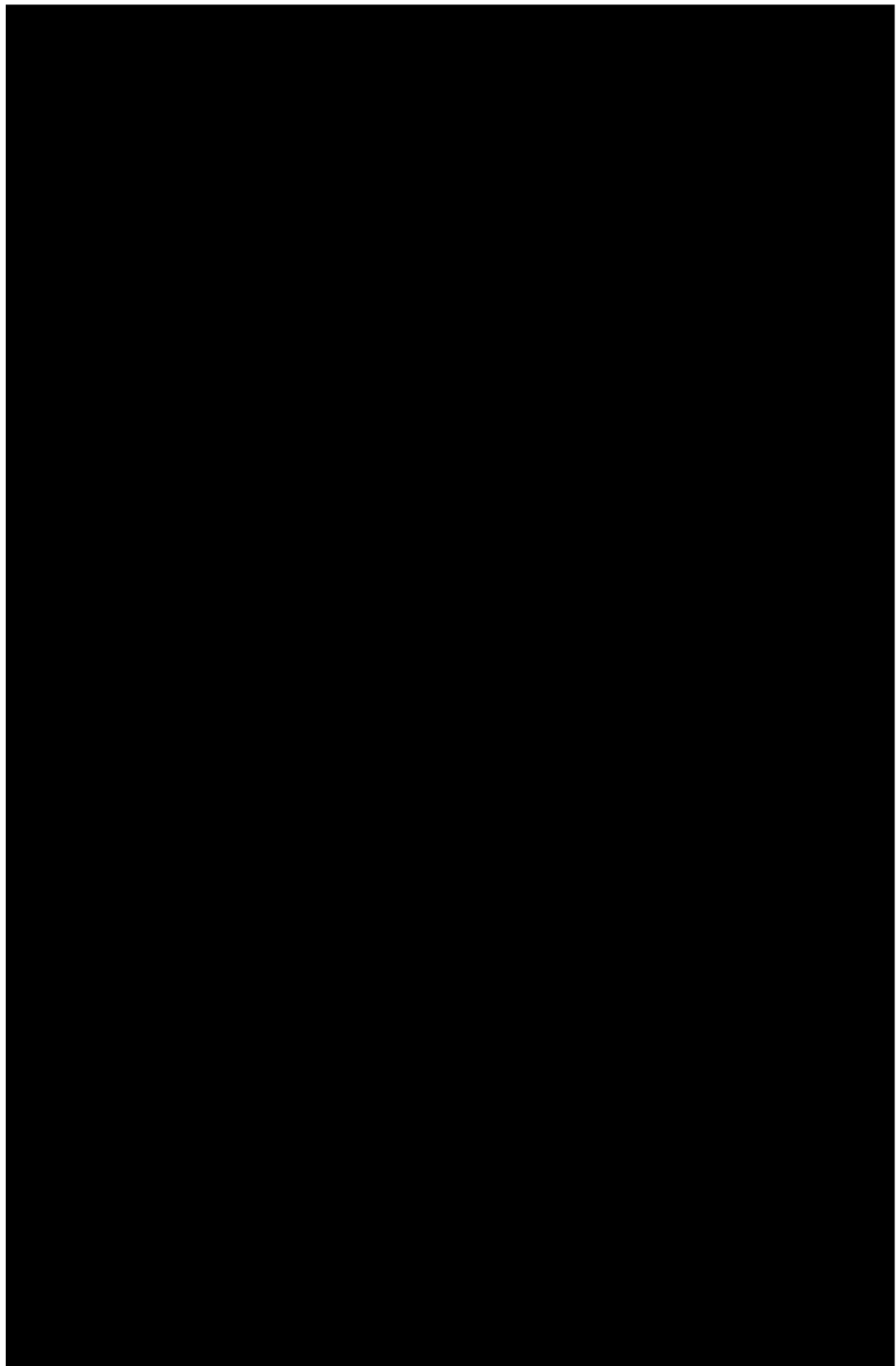


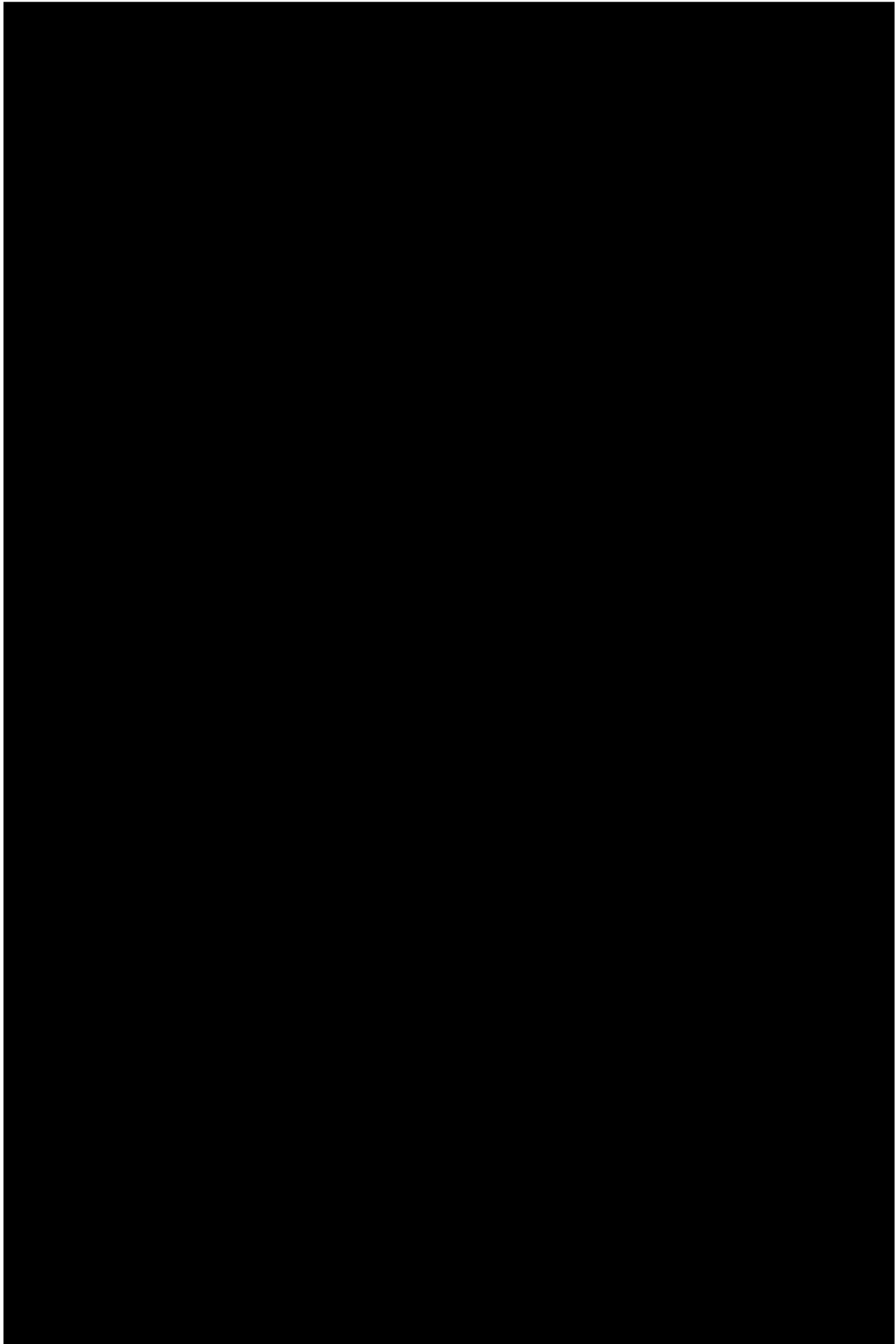


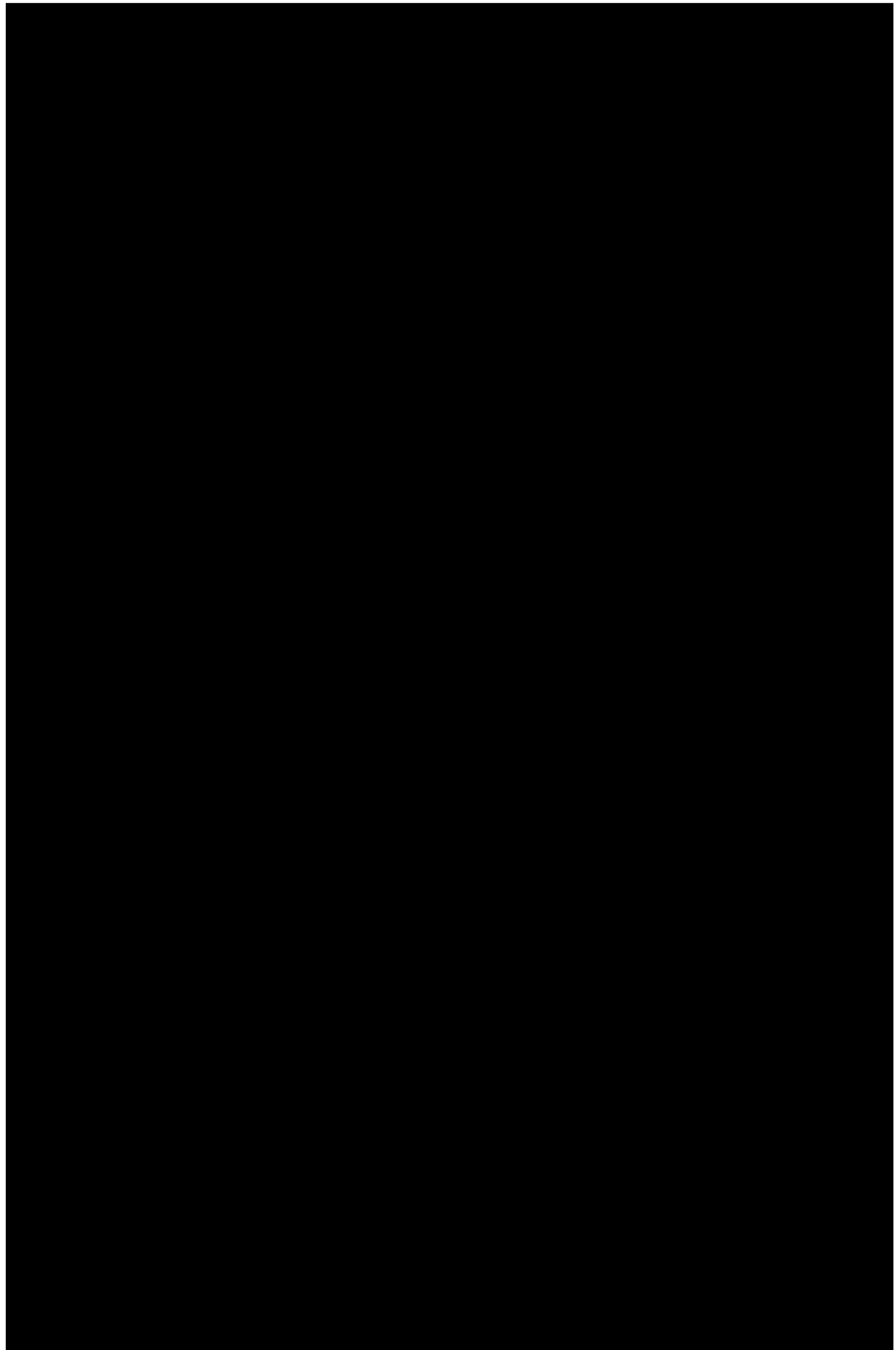


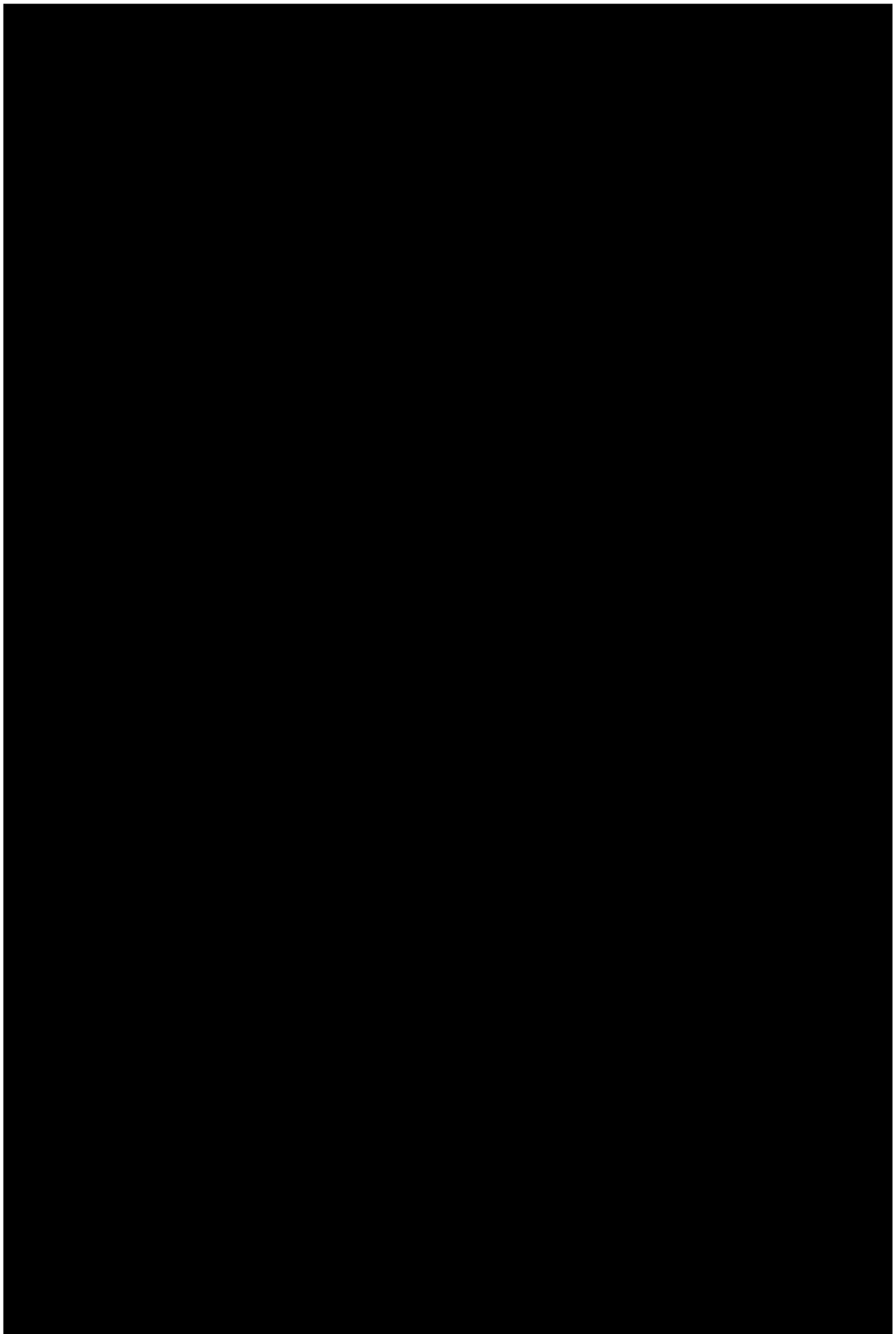


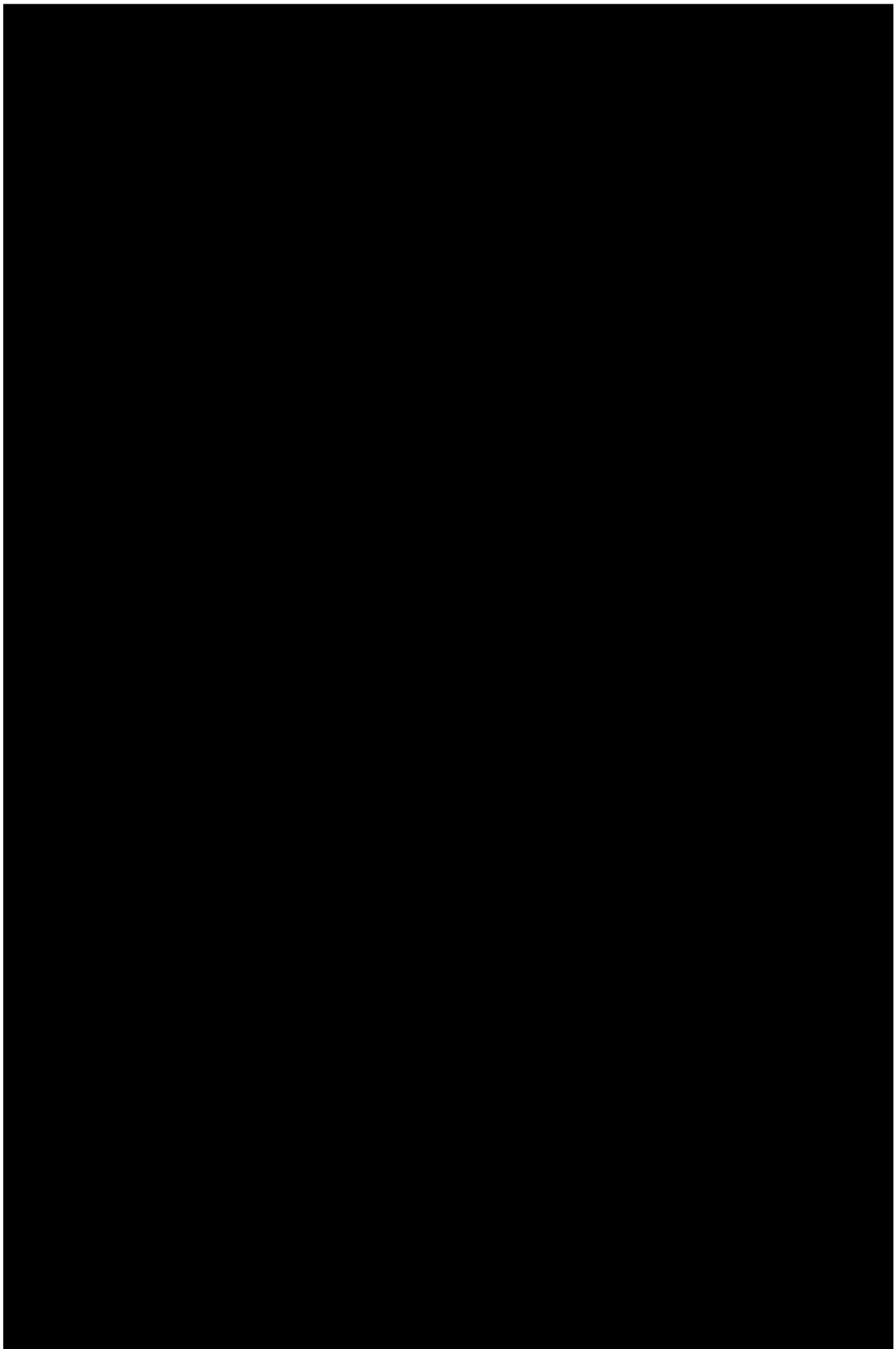


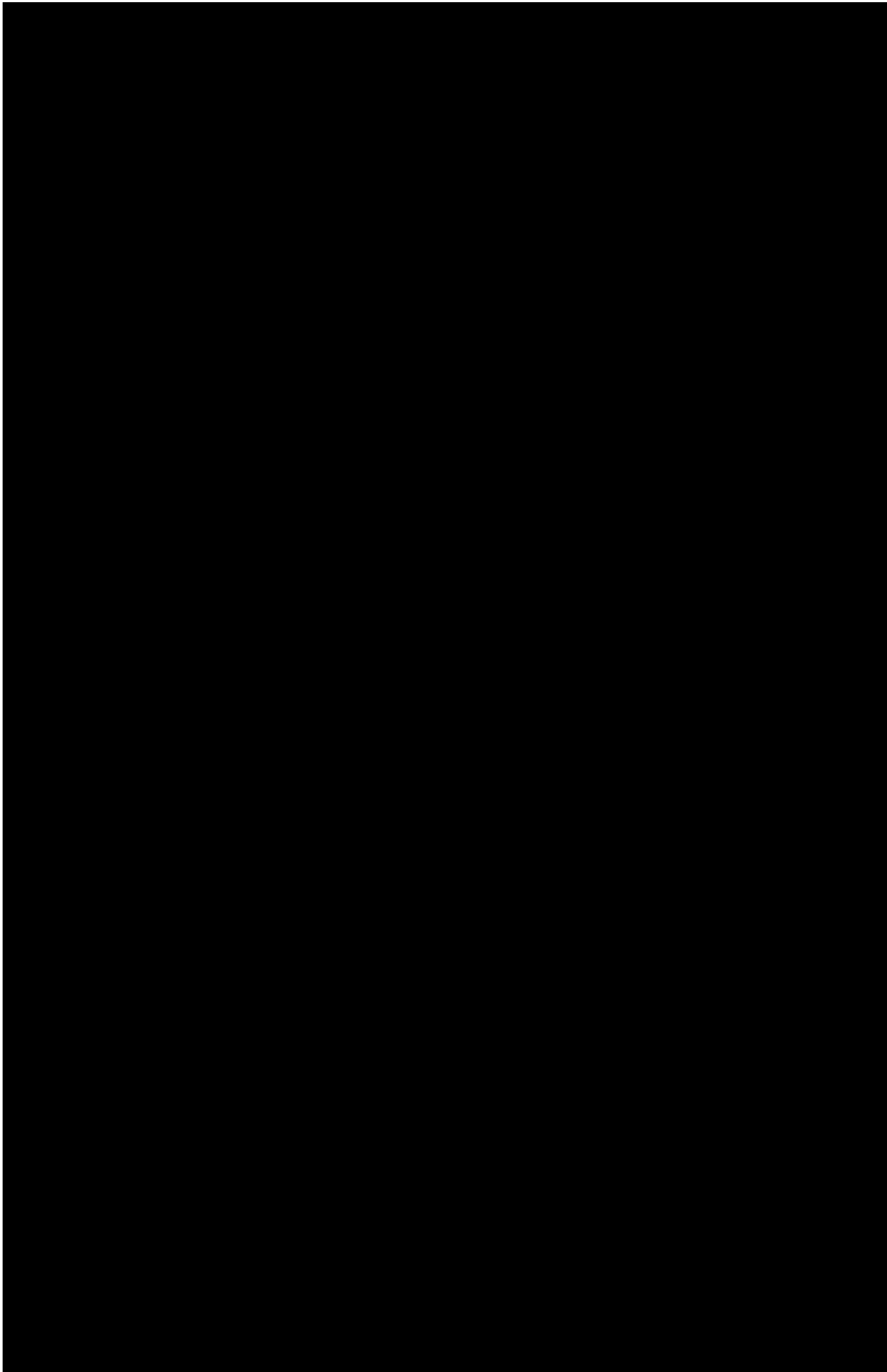


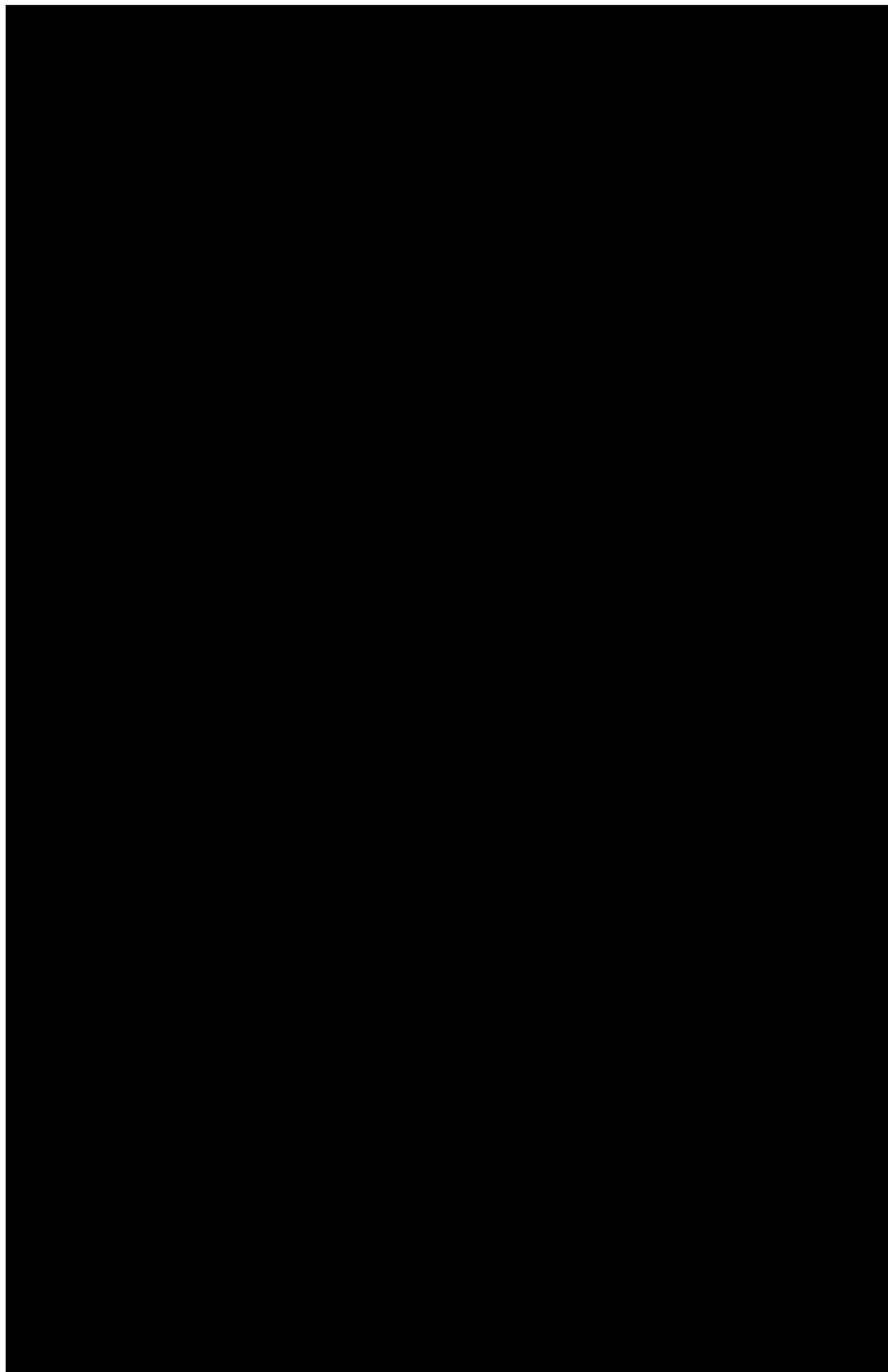


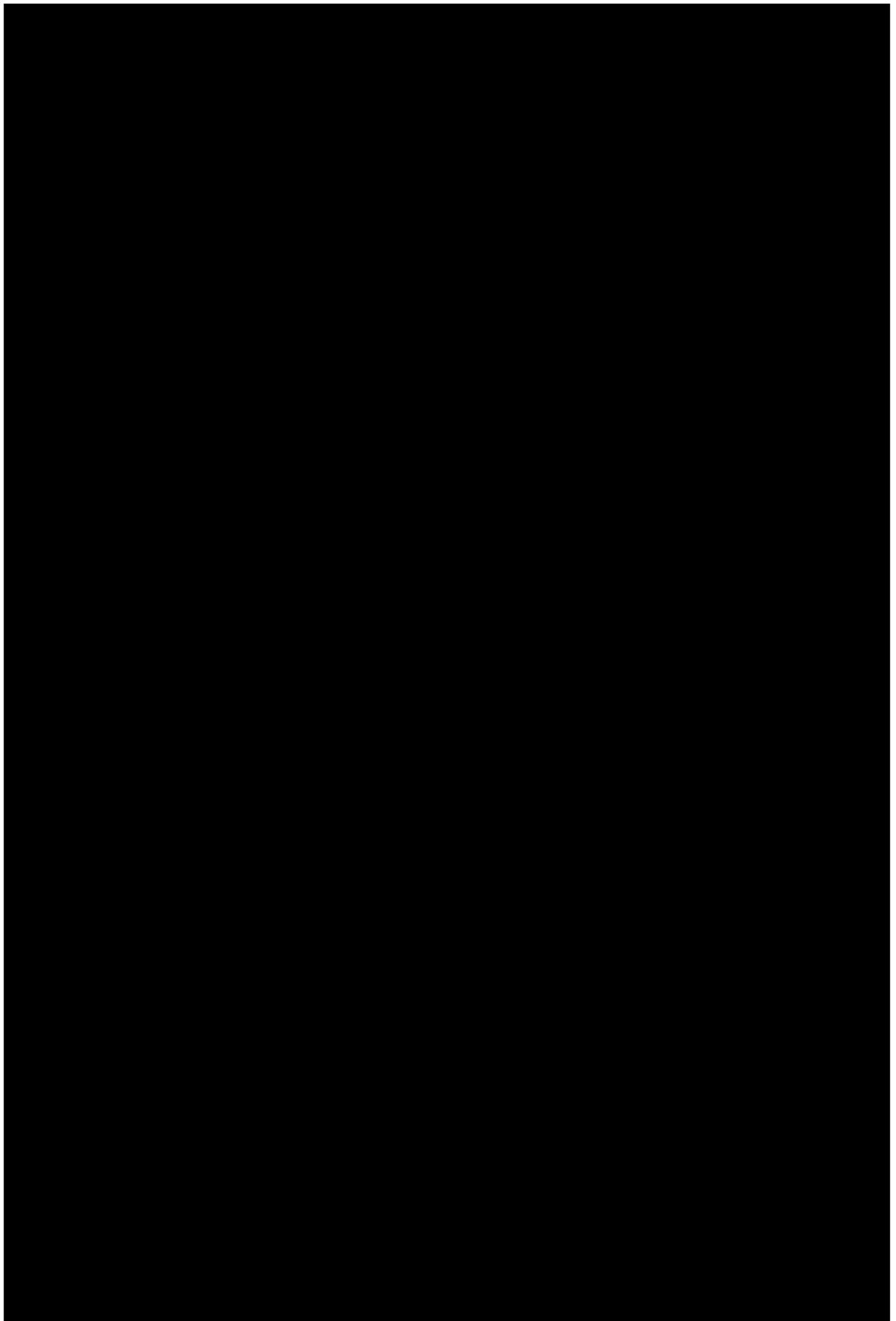


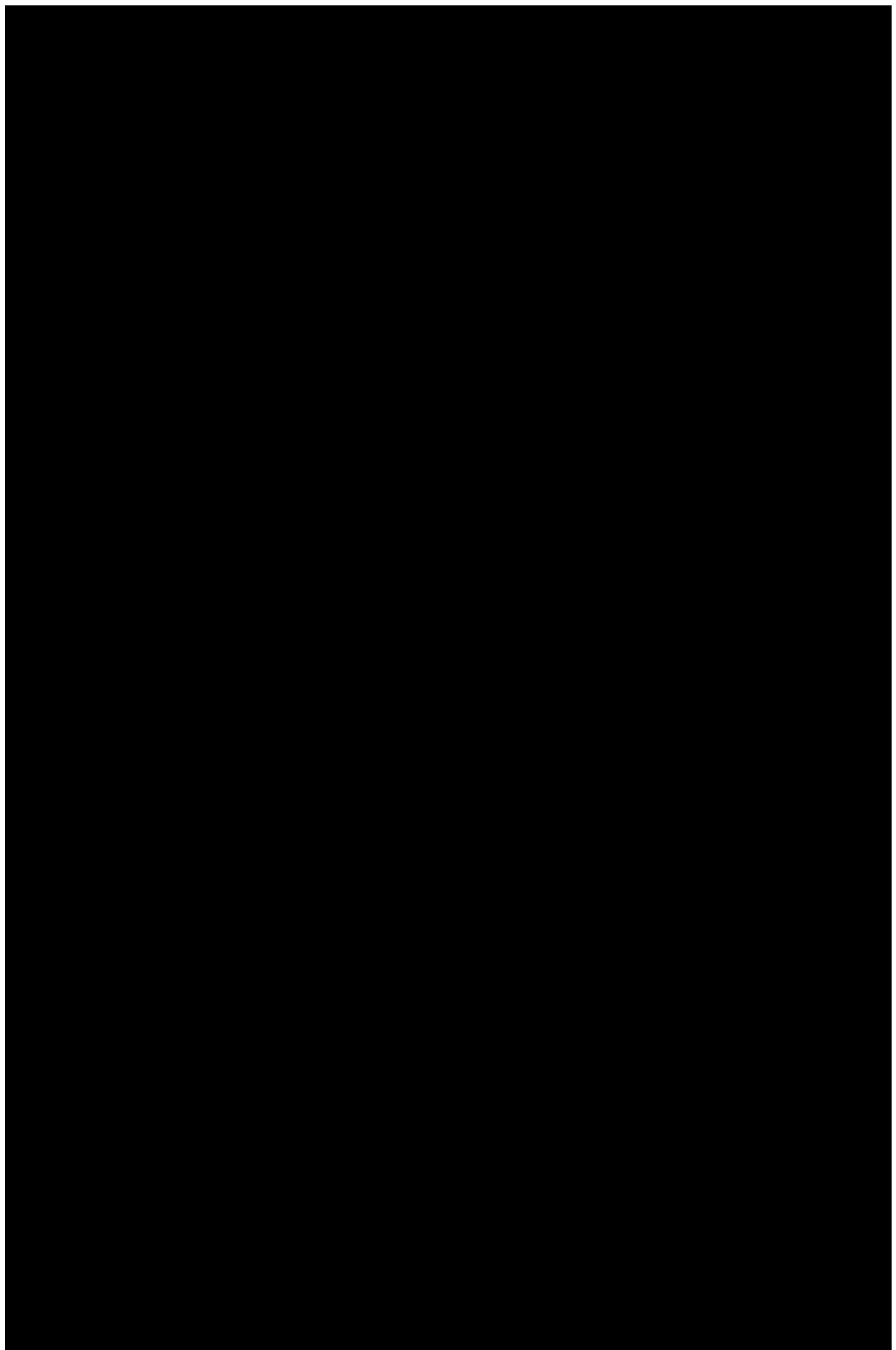












The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data were collected from a representative sample of the population, and the results were analyzed using appropriate statistical methods. The findings of the study are presented in a clear and concise manner, and the conclusions are based on the evidence presented.

The study has several strengths, including the use of a representative sample and the application of appropriate statistical methods. However, there are also some limitations to the study, such as the potential for bias in the sample and the limited scope of the research.

In conclusion, the study has provided valuable insights into the topic and has identified areas for further research. The findings suggest that there is a need for more research on this topic, and the results of this study can be used to inform policy and practice.

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. It is essential to engage with the community from the outset, ensuring that their voices are heard and their needs are addressed. This participatory approach not only fosters a sense of ownership and commitment among the community members but also allows for the identification of potential challenges and the development of strategies to overcome them.

The second part of the paper explores the role of leadership in driving change. Effective leaders are those who are able to inspire and motivate others, to set a clear vision, and to take decisive action. They are also skilled in building strong relationships and in fostering a culture of collaboration and innovation. Leadership is not a static role; it evolves over time and is shaped by the needs and circumstances of the community. Therefore, it is important to invest in leadership development and to provide ongoing support and training to leaders at all levels.

The third part of the paper examines the importance of monitoring and evaluation (M&E) in assessing the impact of a project. M&E is a systematic process that involves collecting, analyzing, and using data to measure the progress and outcomes of a project. It provides a means of accountability and a basis for learning and improvement. By regularly monitoring the project's performance, managers can identify areas where the project is falling short and take corrective action. Evaluation, on the other hand, provides a more comprehensive assessment of the project's overall impact and value. It allows for the comparison of the project's results against the intended objectives and against other similar projects.

The fourth part of the paper discusses the challenges and opportunities of implementing a project in a complex and dynamic environment. There are many factors that can affect the success of a project, including limited resources, changing priorities, and resistance to change. However, there are also many opportunities for innovation and for making a positive impact. By embracing a flexible and adaptive approach, project managers can navigate these challenges and seize the opportunities. This involves being open to new ideas, being willing to experiment, and being able to pivot when necessary.

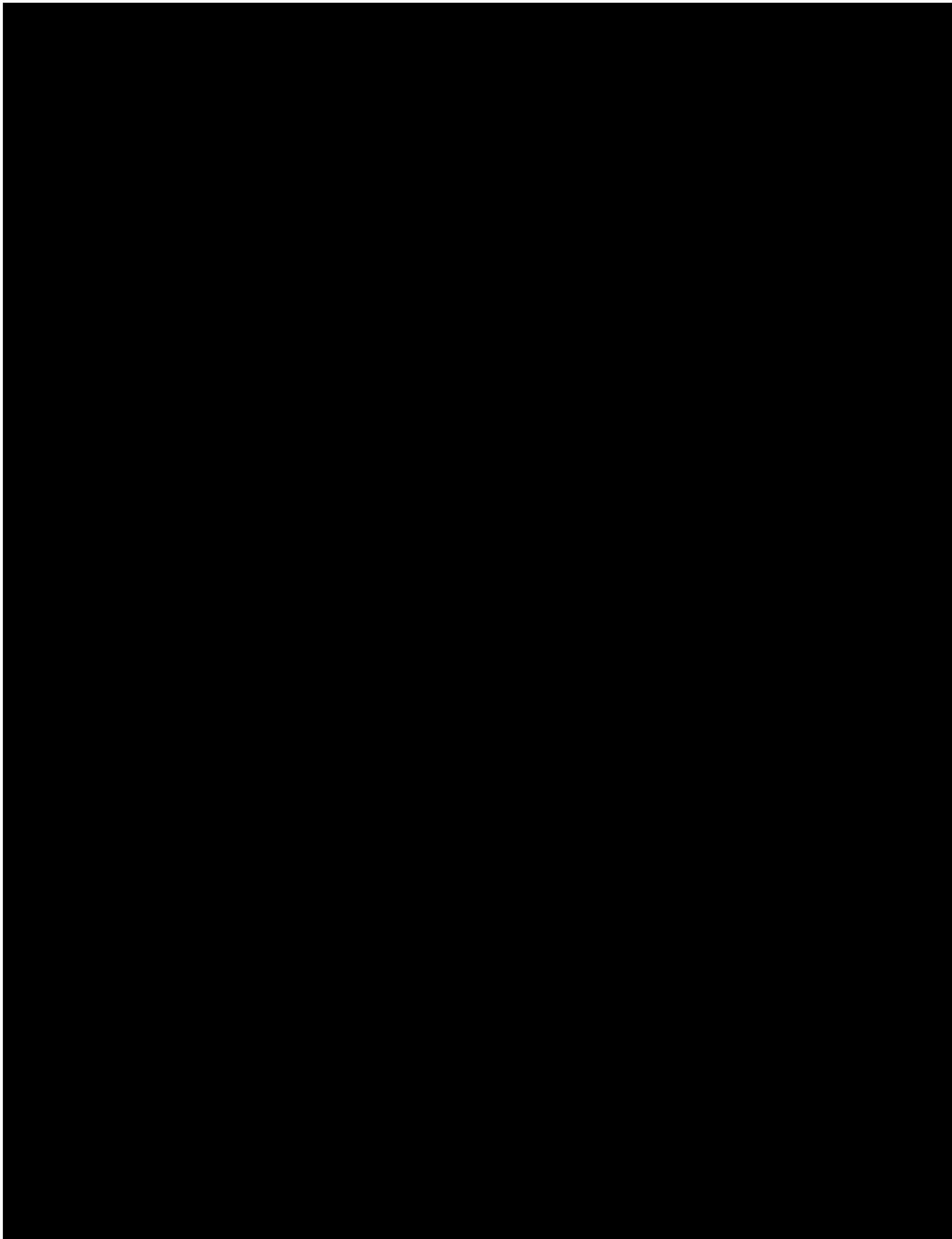
In conclusion, the paper emphasizes the importance of a holistic and participatory approach to project implementation. It calls for a focus on the local context, on leadership, on M&E, and on the challenges and opportunities of the environment. By following these principles, project managers can increase the likelihood of a successful and sustainable project.

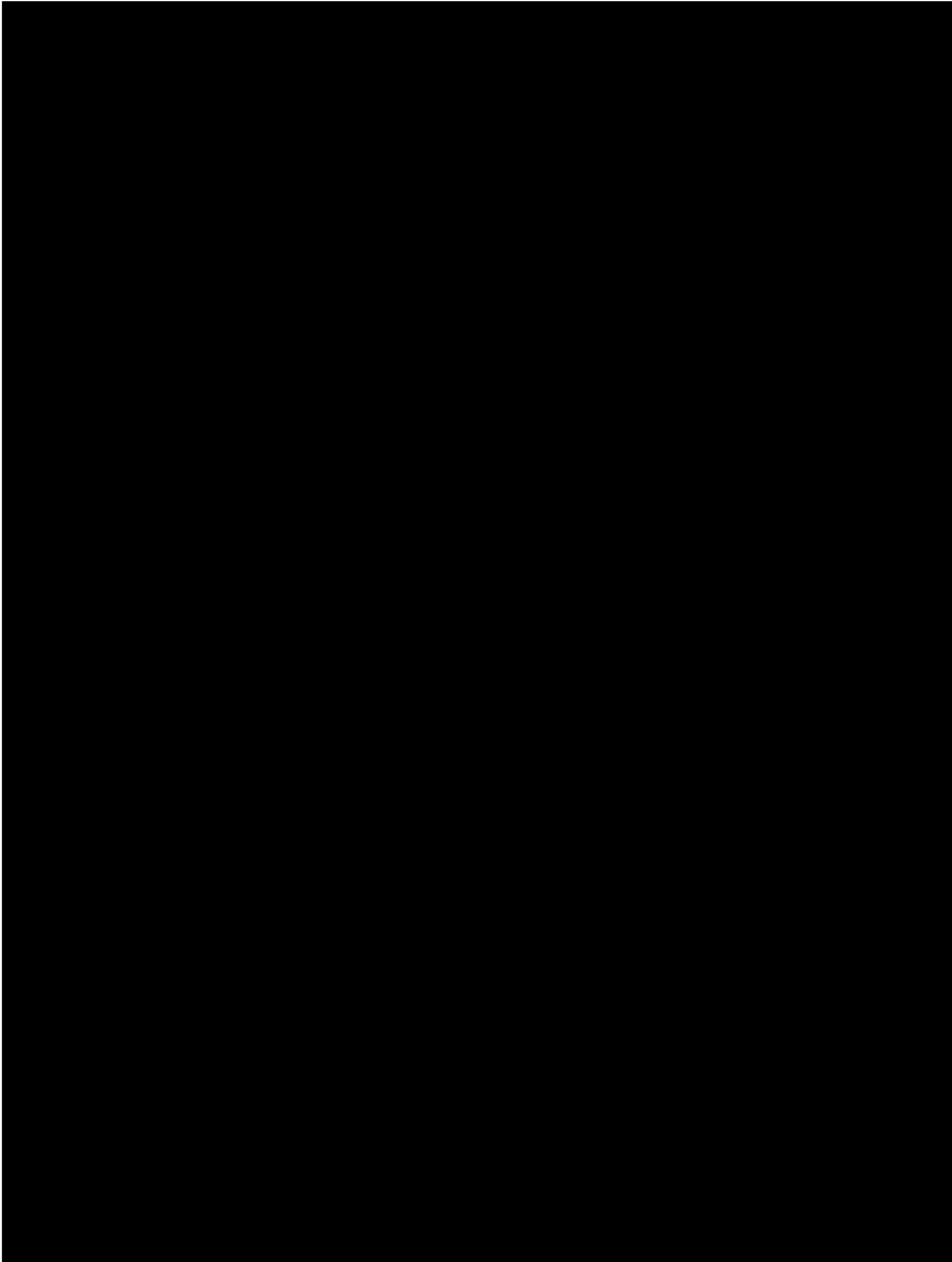
The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The document outlines various methods for collecting and organizing data, including the use of spreadsheets and databases. It also highlights the need for regular audits and reviews to ensure the integrity of the information.

The second part of the document focuses on the analysis and interpretation of the collected data. It describes how statistical tools and techniques can be used to identify trends, patterns, and anomalies. The document provides examples of how data analysis can be applied in different contexts, such as market research, operational efficiency, and resource allocation. It stresses the importance of drawing meaningful conclusions from the data and communicating them effectively to the relevant stakeholders.

The third part of the document addresses the challenges and limitations of data analysis. It acknowledges that data can be incomplete, inconsistent, or biased, which may affect the accuracy of the results. The document offers strategies to mitigate these issues, such as data cleaning, validation, and the use of multiple sources of information. It also discusses the ethical considerations surrounding data collection and analysis, emphasizing the need for privacy and security measures.

The final part of the document provides a summary of the key findings and recommendations. It reiterates the importance of a systematic and rigorous approach to data analysis and encourages ongoing monitoring and improvement. The document concludes by stating that effective data analysis is a critical skill for decision-making and strategic planning in any organization.





[REDACTED]

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase by 2.5 million by 2020 (Office for National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has identified the need to develop a 'new paradigm' for the care of the elderly. This paradigm is based on the principle of 'active ageing', which is the process of optimising the opportunities for people to lead healthy, active and productive lives. The Department of Health (1999) has identified a number of key areas for action in order to achieve this paradigm, including: (1) promoting healthy ageing; (2) preventing and managing illness and disability; (3) supporting independence and participation in society; and (4) providing a range of services to meet the needs of the elderly.

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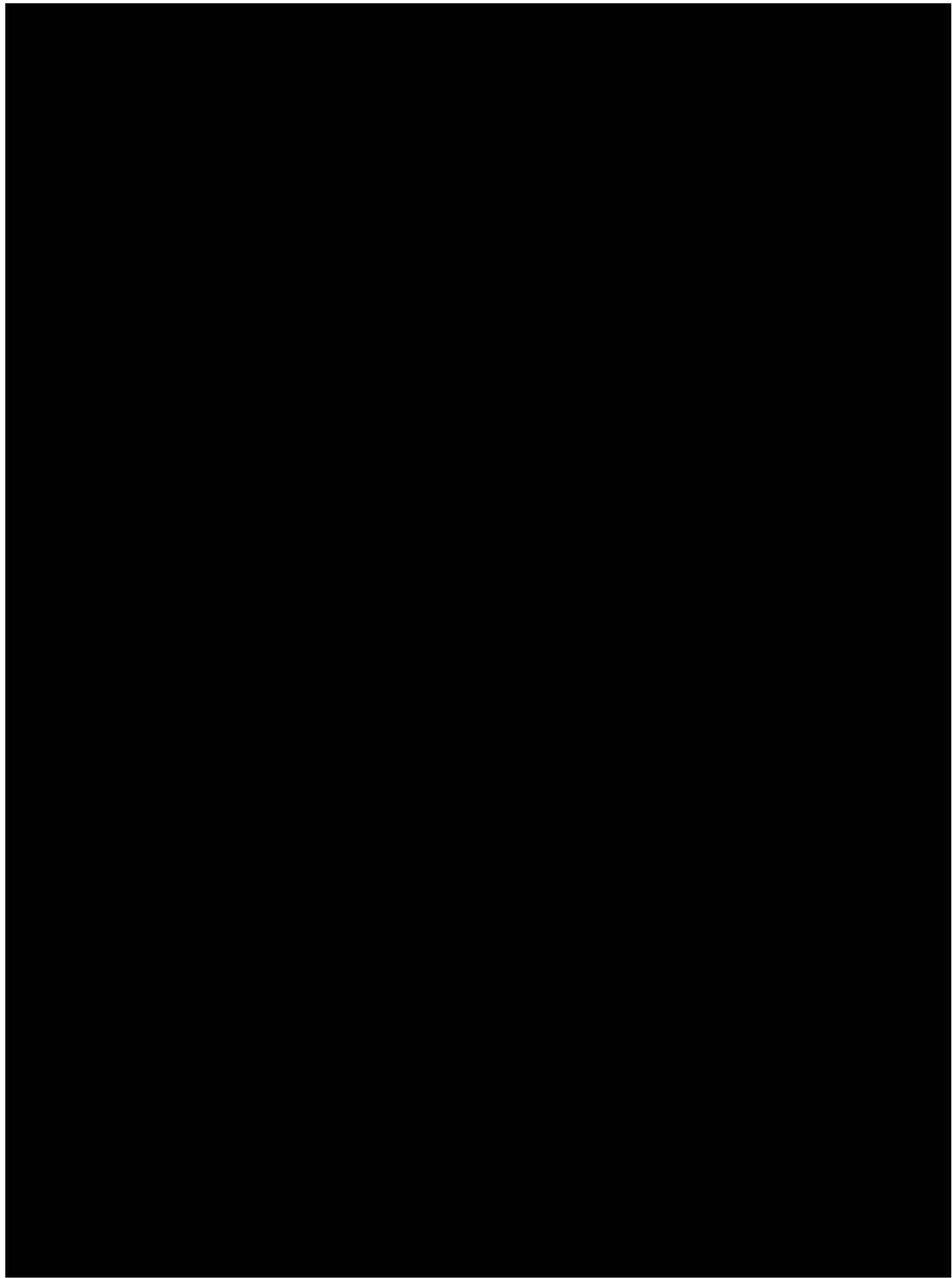
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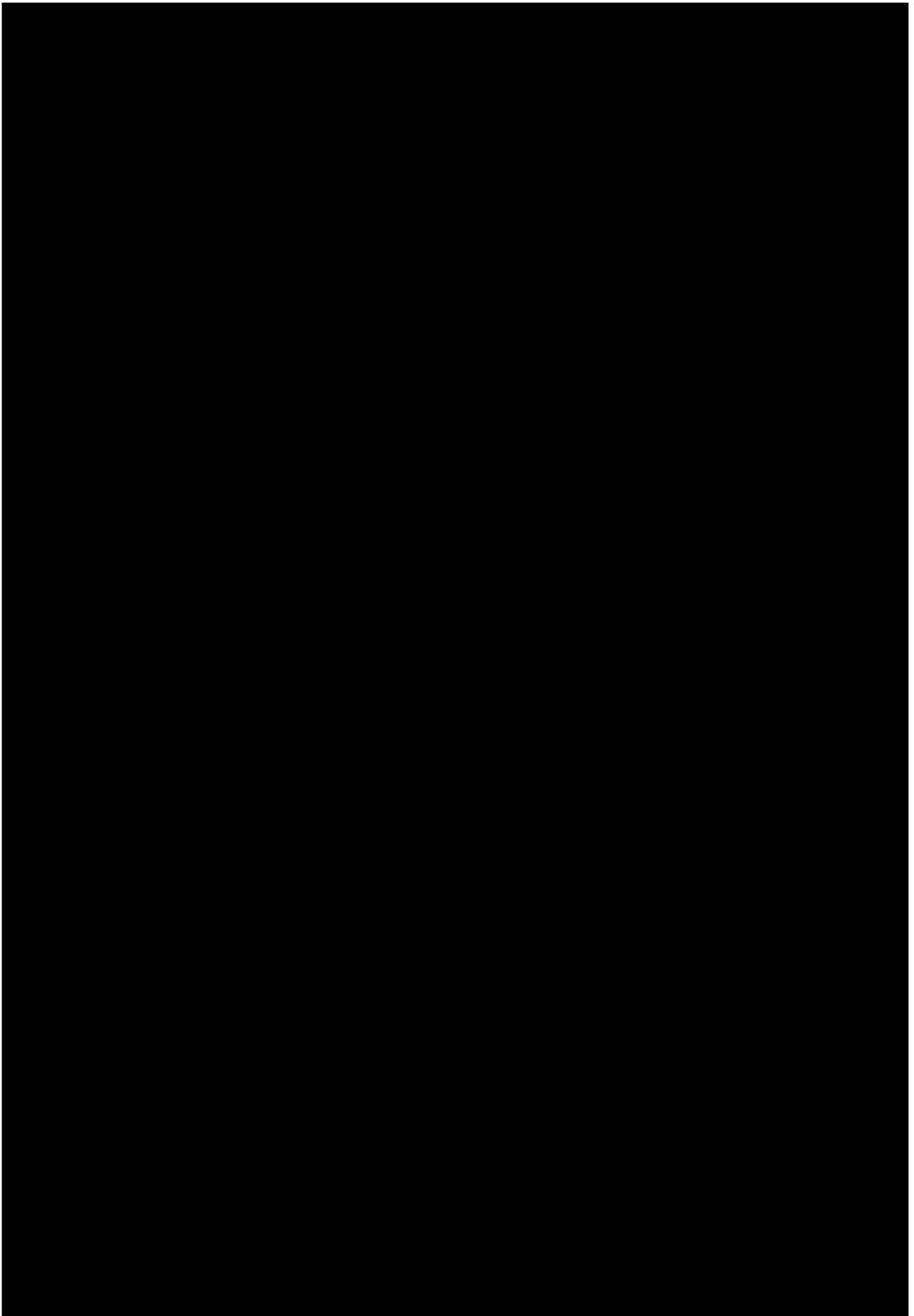
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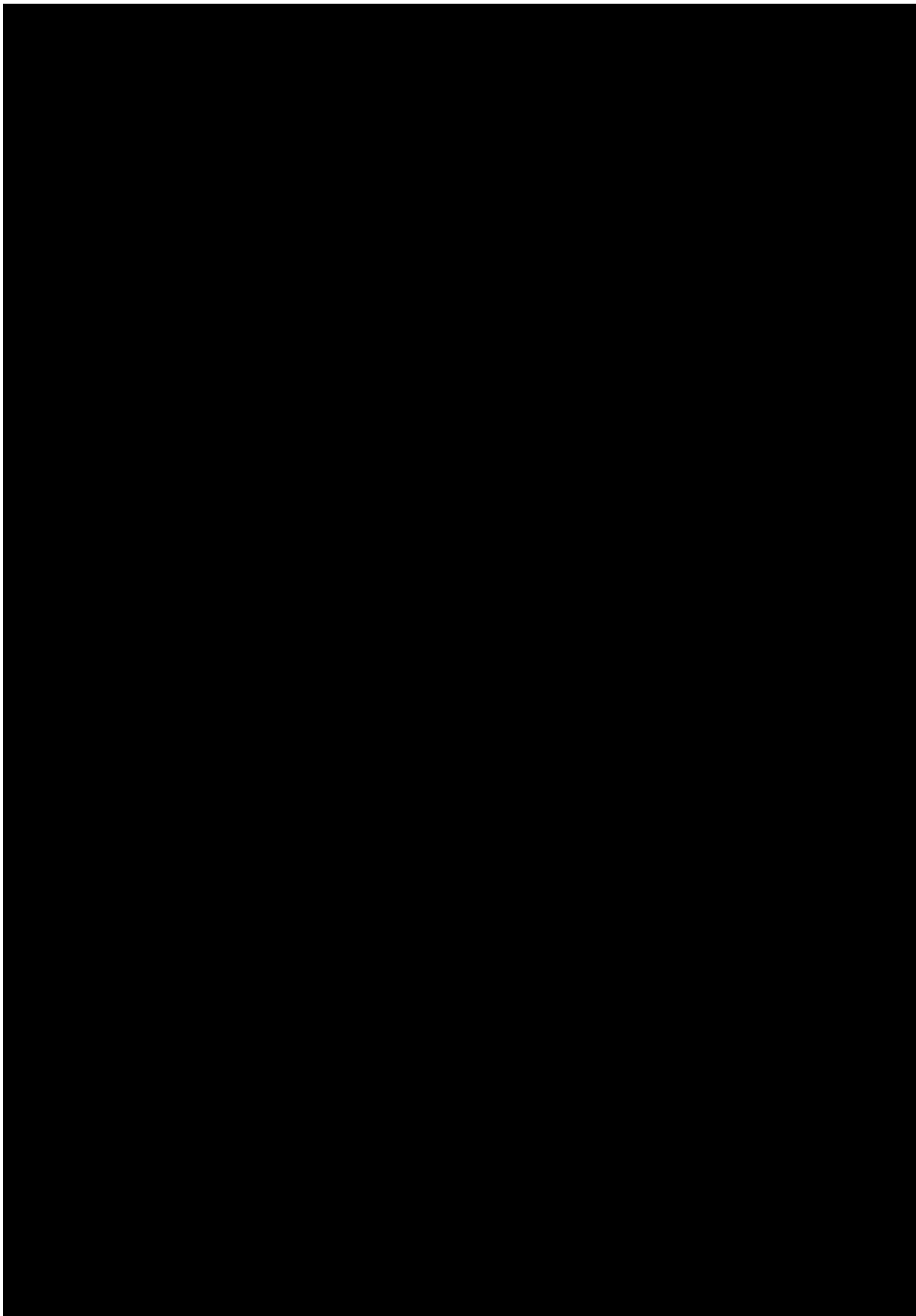
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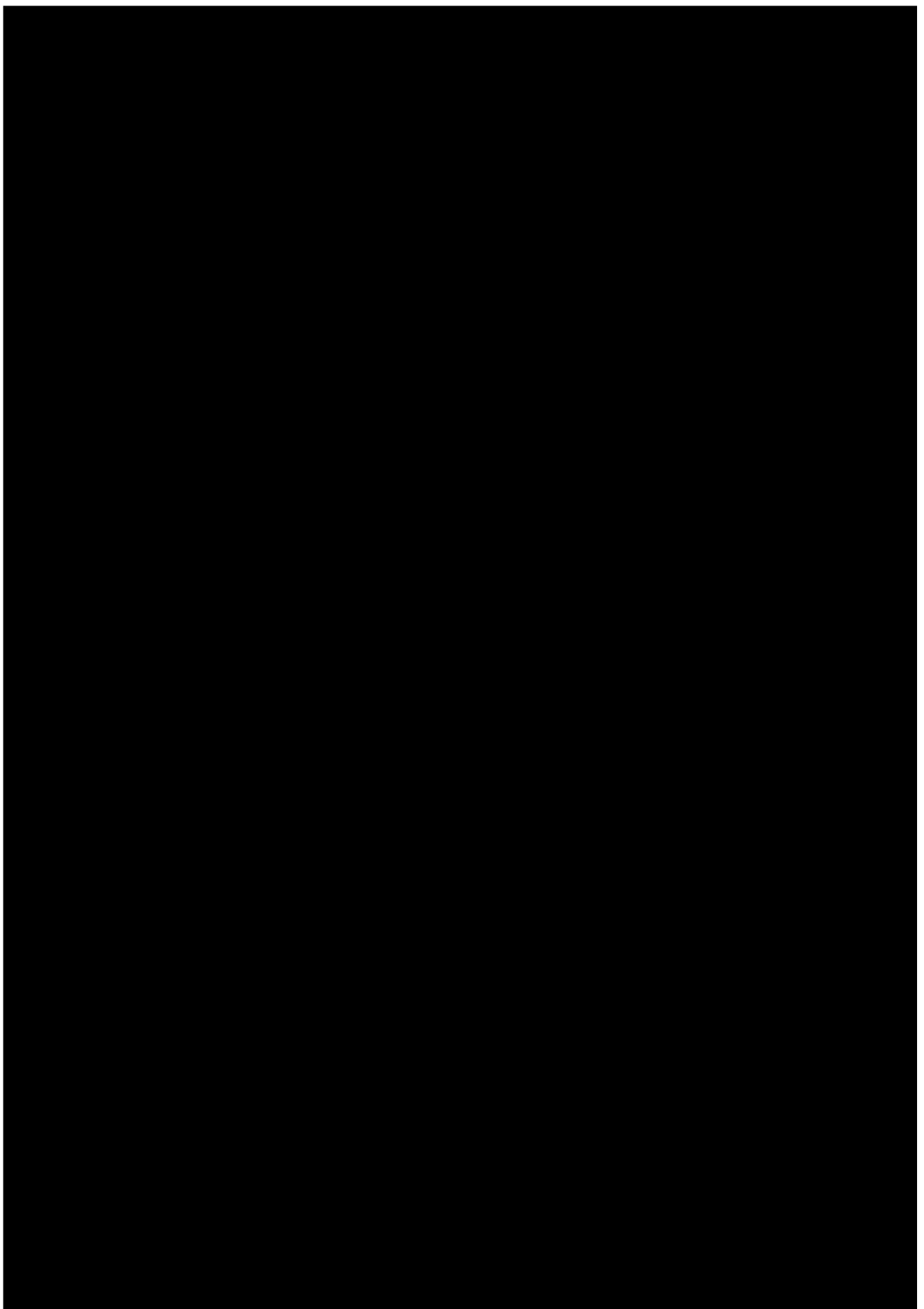
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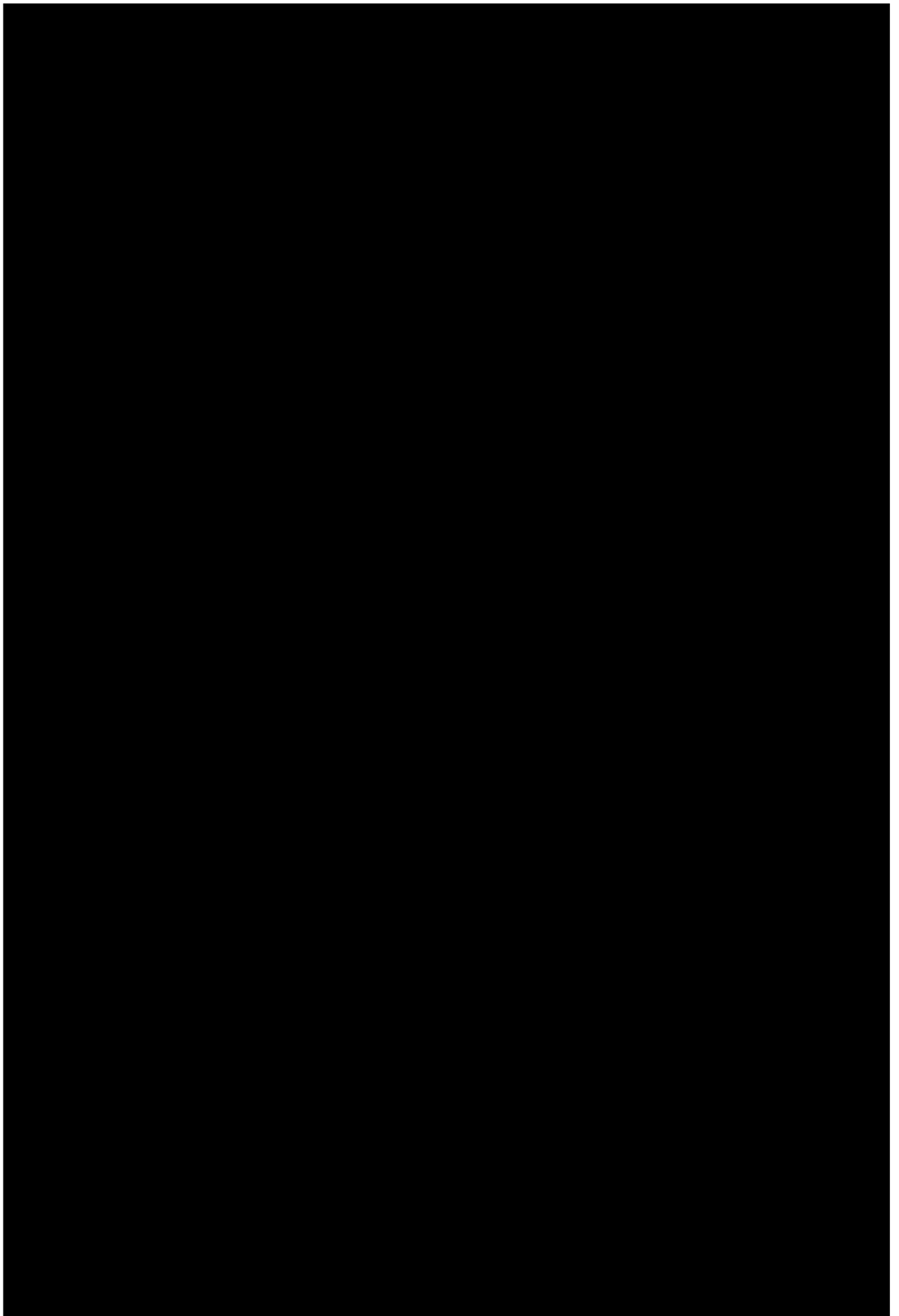


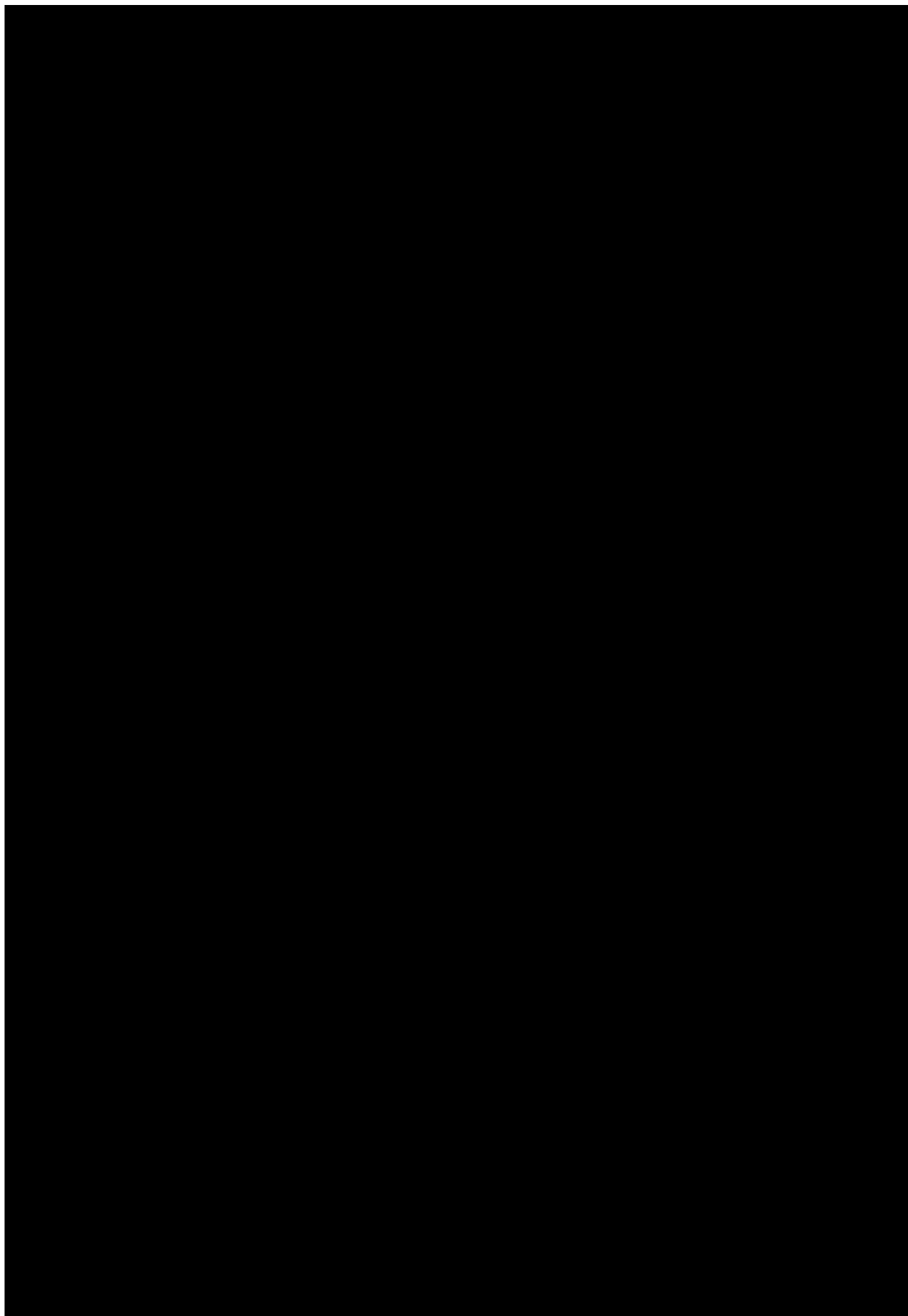


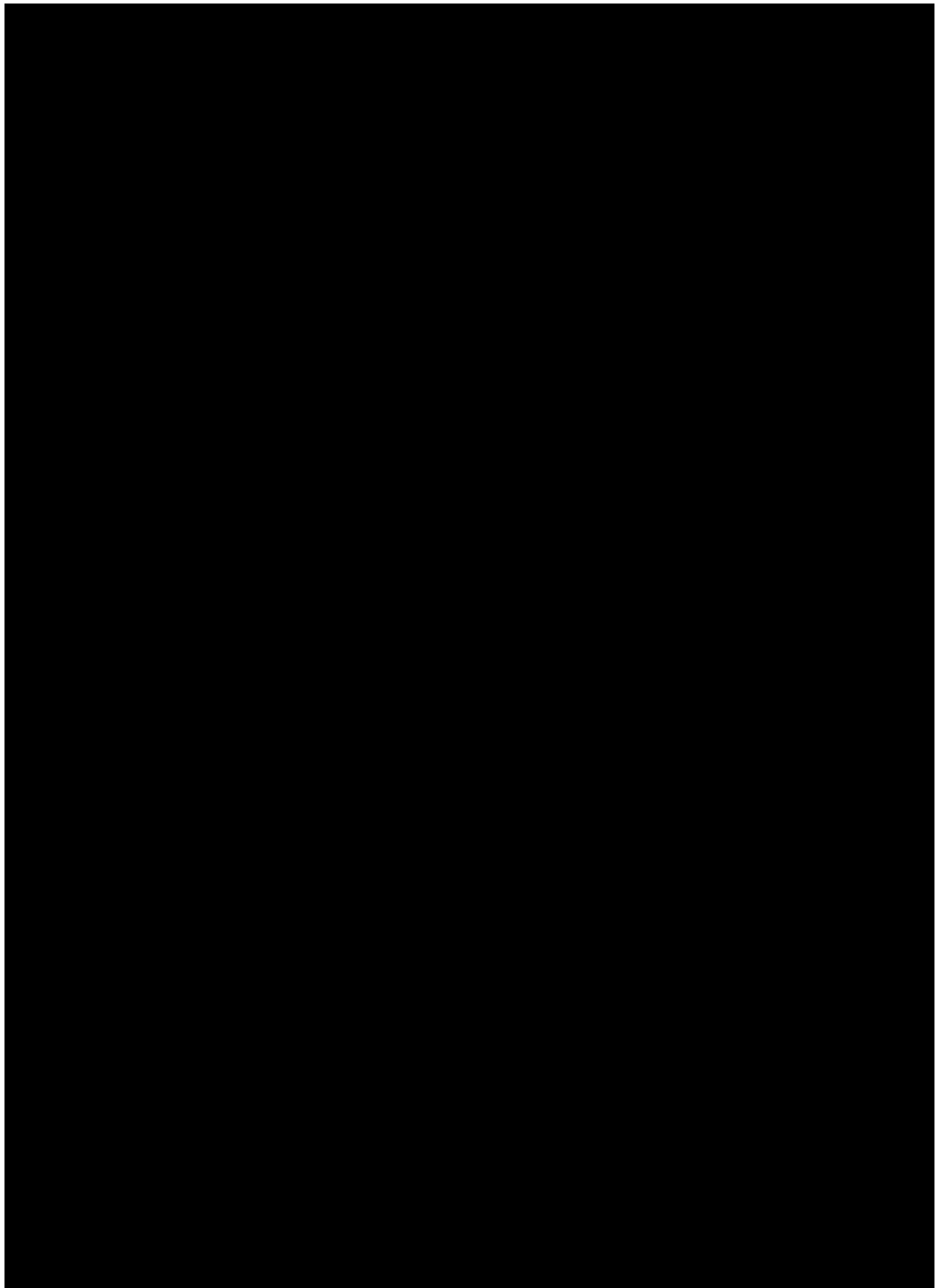
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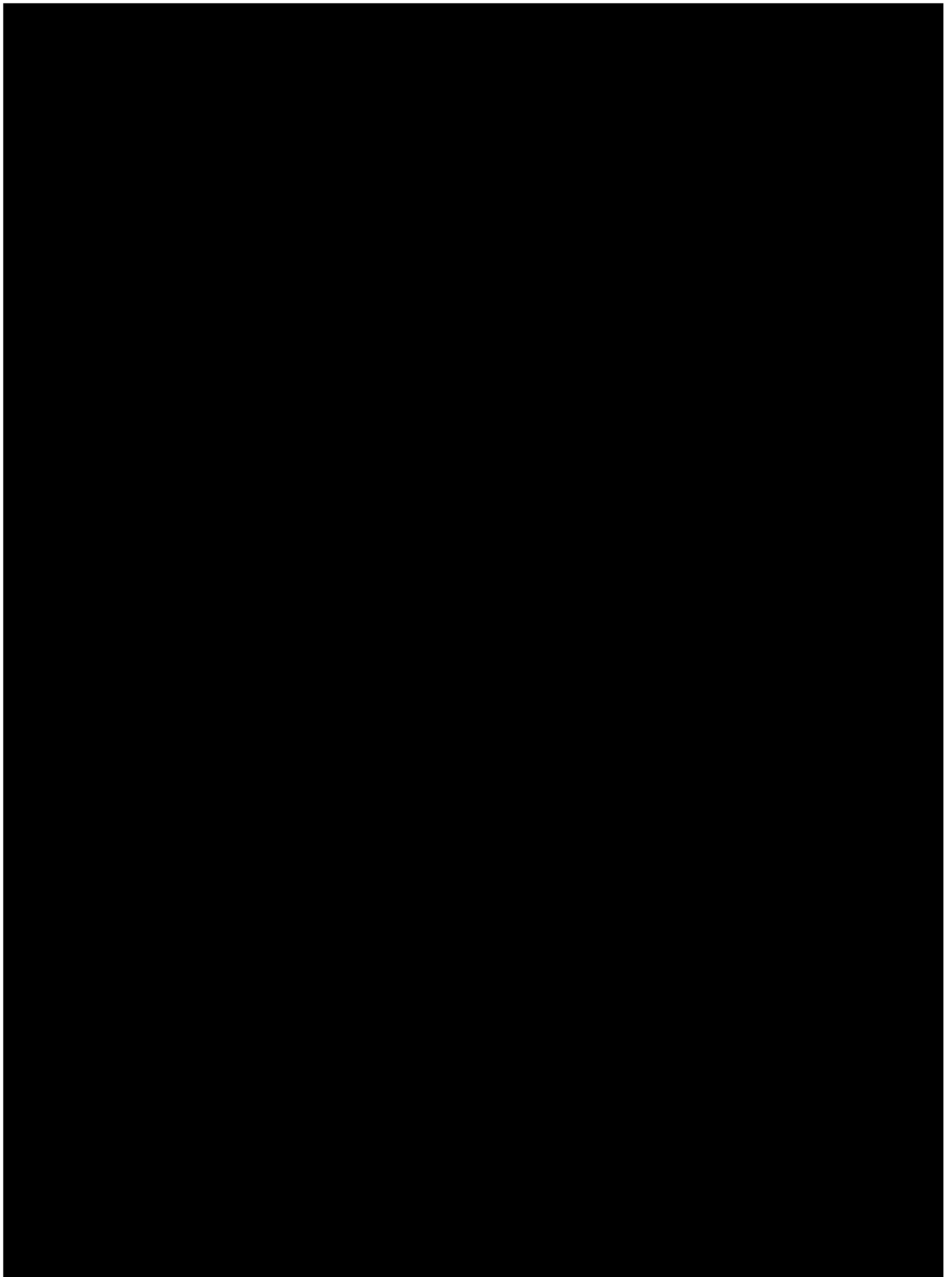


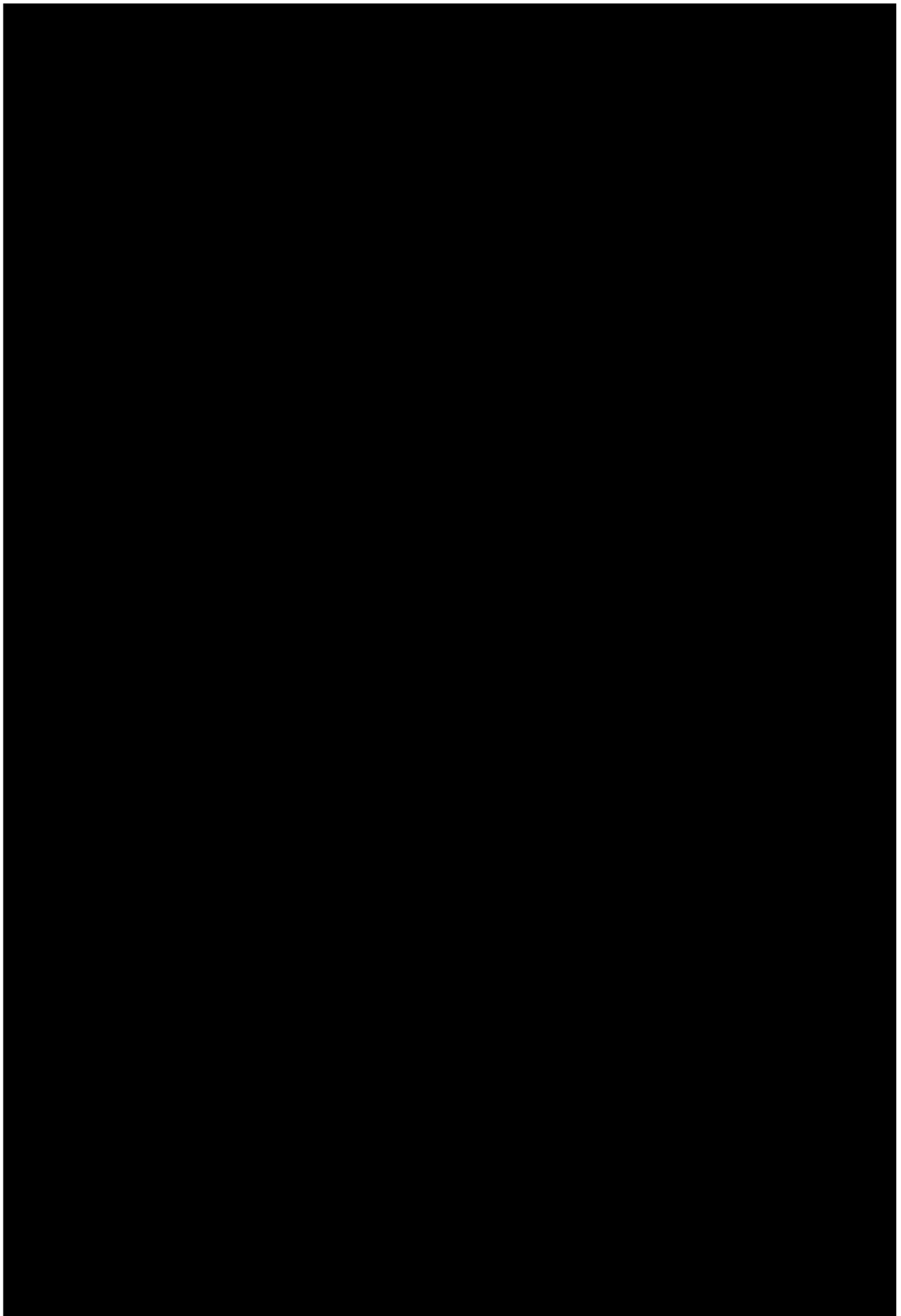


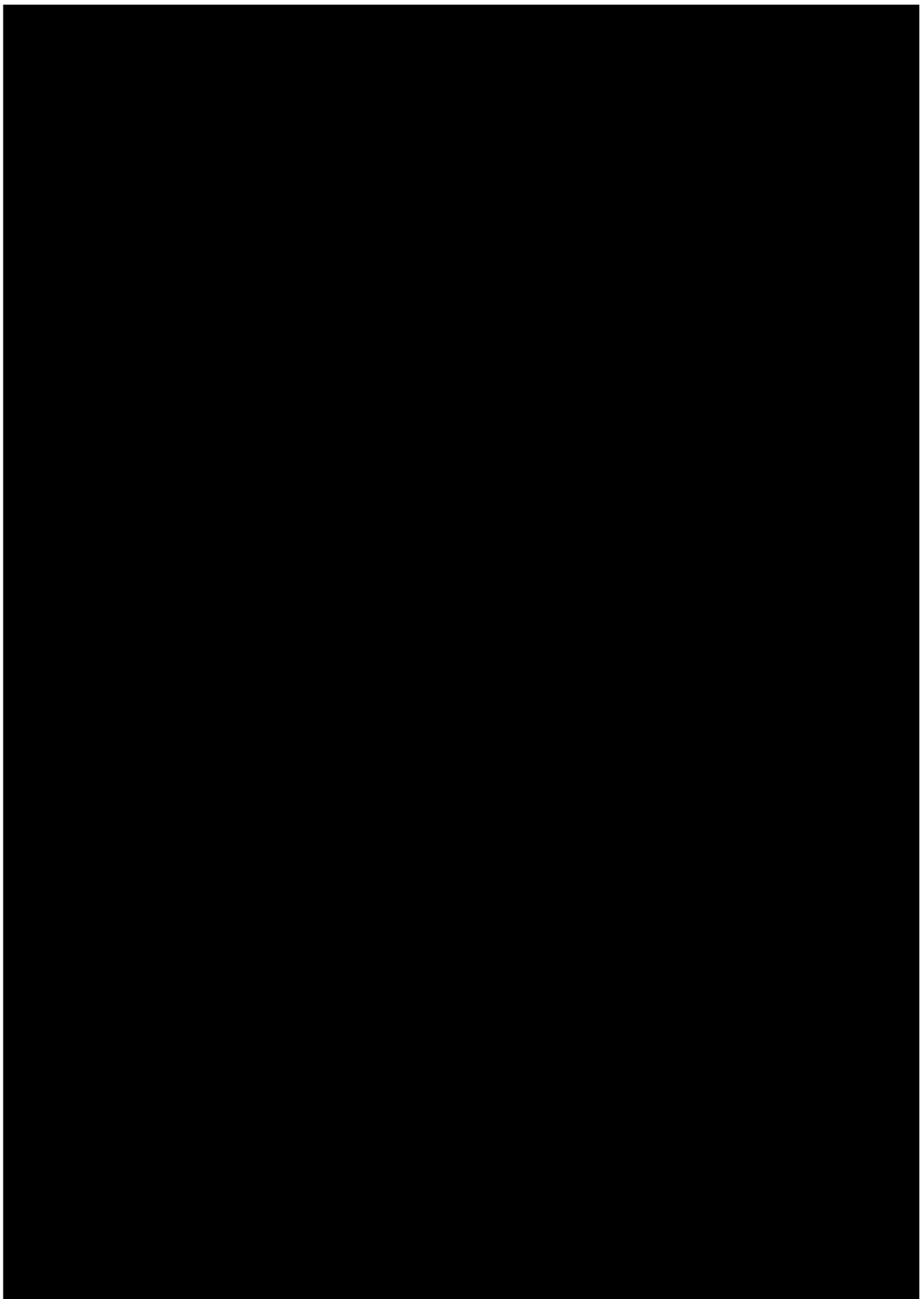




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the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the community. The Department of Health (1999) has published a strategy for older people, which sets out a vision for the future of older people's services. The strategy is based on the following principles: older people should be able to live independently in their own homes; older people should be able to access the services they need; and older people should be able to participate in the decisions that affect their lives.

The strategy also sets out a number of objectives for the future of older people's services. These include: to improve the quality of care; to increase the choice of services; to improve the efficiency of services; and to ensure that services are accessible to all older people. The strategy is a key document for the development of older people's services in the UK.

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the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office of National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office of National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively.
- Older people should be able to access the services and support they need.
- Older people should be able to participate in the decisions that affect their lives.
- Older people should be able to live in their own homes.

The strategy also sets out a number of key objectives, including:

- To improve the health and well-being of older people.
- To improve the quality of life of older people.
- To improve the financial security of older people.
- To improve the social inclusion of older people.

The strategy is a key document in the development of policy for older people in the UK. It provides a framework for the development of services and support for older people, and it sets out the government's commitment to improve the lives of older people.

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There is a growing awareness of the need to develop services to meet the needs of older people, and a number of initiatives have been developed to address this need. The Department of Health (1999) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity.

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CC Exhibit D- Security and Safety Plan

Attach hereto as CC Exhibit D Applicant's Security and Safety Plan for the Compassion Center with all information in compliance with § 1.2(C)(4)(d) of the Regulations.

The security and safety plan must demonstrate Applicant's understanding of, and ability to, comply with the requirements under the Act and the Regulations and shall include without limitation a description of:

- (a) Security equipment including hardware, software applications, and compliance with industry standards and specifications;
- (b) Applicant's security and safety plan with regard to third-party vendors;
- (c) Applicant's security and safety plan with regard to Standard Operating Procedures;
- (d) Applicant's security and safety plan with regard to cash management and/or electronic payment processing, as applicable;
- (e) Applicant's security and safety plan with regard to confirmation of a secured deposit banking account or proposed plan to obtain such account prior to beginning the proposed licensed activities;
- (f) How Applicant would train all employees and registered Compassion center agents on security procedures;
- (g) How Applicant would train all employees and registered Compassion Center agents on safety procedures, including but not limited to responding to a (1) medical emergency, (2) a fire, and (3) a chemical spill;
- (h) How Applicant would train all employees and registered Compassion Center agents on safety procedures including responding to threatening events, such as an armed robbery, an invasion, a burglary, and any other criminal incident;
- (i) How Applicant would secure the licensed premises and facility to prevent unauthorized entry in accordance with the Regulations;
- (j) How the premises and facility will be equipped with a security alarm system that:
 - 1. secures and monitors the entire perimeter;
 - 2. is continuously monitored; and
 - 3. is capable of detecting power loss/interruption in accordance with the Regulations;
- (k) How the premises and facility will be protected by a video surveillance recording system to ensure surveillance of the entire licensed premises and adherence to the video surveillance requirements in accordance with the Regulations;

- (l) How a video surveillance system will be supported by adequate security lighting in accordance with the Regulations;
- (m) How Applicant would maintain a security alarm system that covers all perimeter entry points and portals at all premises;
- (n) How the security system will be:
 - 1. Continuously monitored,
 - 2. Capable of detecting smoke and fire, and
 - 3. Accessible via remote feed to the Department of Business Regulation in accordance with the Regulations.
- (o) How security footage and equipment will be stored and secured in accordance with the Regulations.
- (p) How Applicant will maintain a video surveillance recording system at all premises that:
 - 1. Records all activity in images of high quality and high resolution capable of clearly revealing facial detail;
 - 2. Operates 24-hours a day, 365 days a year without interruption; and
 - 3. Provides a date and time stamp for every recorded frame.
- (q) How the surveillance camera(s) will be located and operated to capture each exit from the premises;
- (r) How the surveillance camera(s) will capture activity at each entrance to an area where medical marijuana and medical marijuana products are located;
- (s) How the recording of security video surveillance shall be made available to the Department of Business Regulation or law enforcement in accordance with the Regulations;
- (t) How Applicant will, when visitors are admitted to a non-public area of the licensed premises:
 - 1. Log the visitor in and out;
 - 2. Continuously visually supervise the visitor while on the premises; and
 - 3. Ensure that the visitor does not touch any medical marijuana or medical marijuana products.
- (u) Applicant's policies and procedures for maintenance of a log of all visitors;
- (v) The process Applicant will follow in reporting a theft or diversion to:
 - 1. the Department of Business Regulation; and
 - 2. Rhode Island State Police in accordance with the Regulations.
- (w) How Applicant will ensure that it, or a registered agent thereof, will not distribute any medical marijuana or medical marijuana products to any person if the licensee or registered

Updated to 7/16/2020

agent knows, or may have reason to know, that the distribution does not comply with the Act or the Regulations;

(x) How Applicant will record and execute the transfer of medical marijuana from licensed medical marijuana cultivators in accordance with the Regulations; and

(y) How Applicant will record and execute the transfer of medical marijuana to a patient cardholder, caregiver cardholder, or authorized purchaser cardholder in accordance with the Regulations.



[ATTACH AND SIGN BELOW]

12/14/2020

Signature of Authorized Signatory

Date

Thomas Falcone

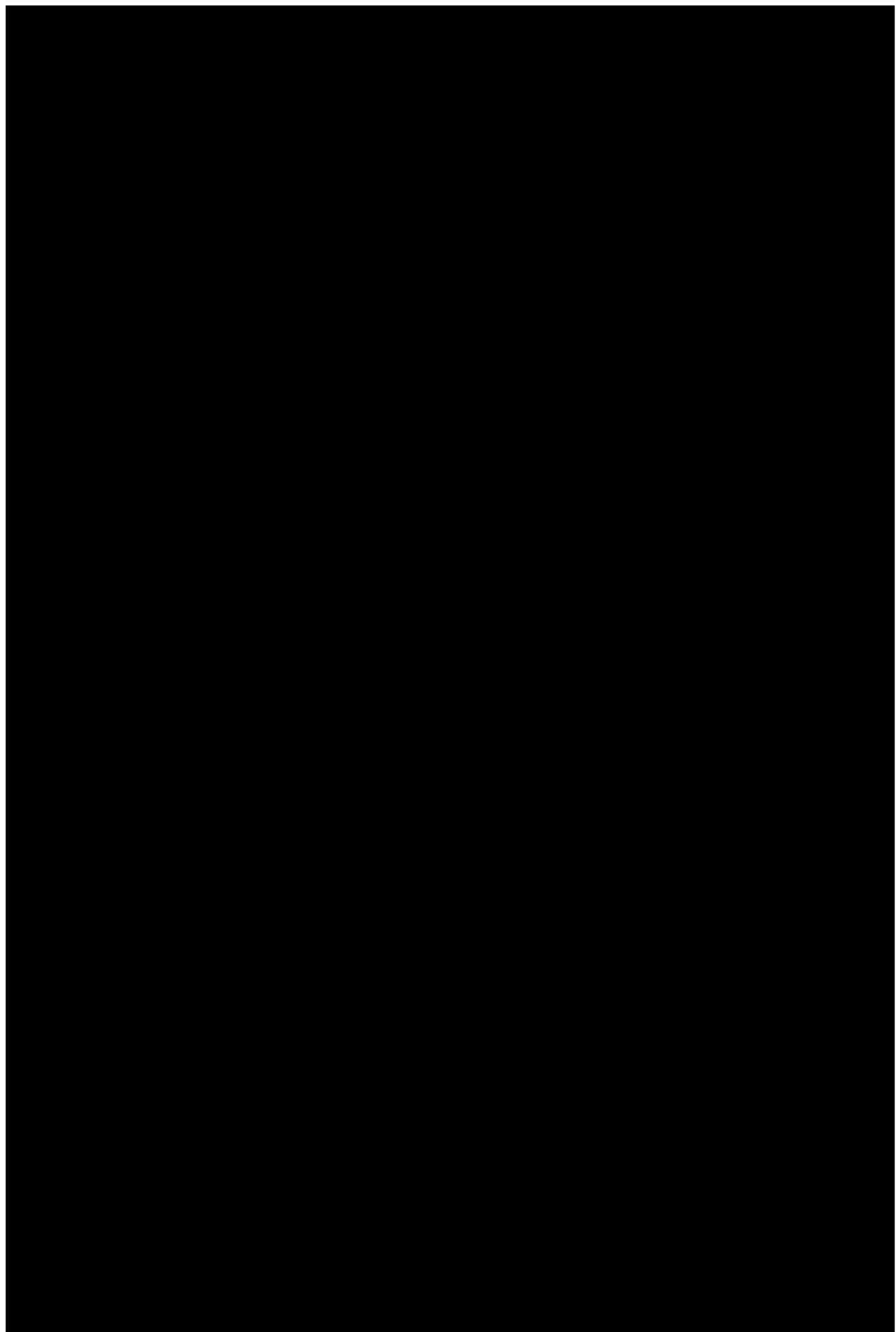
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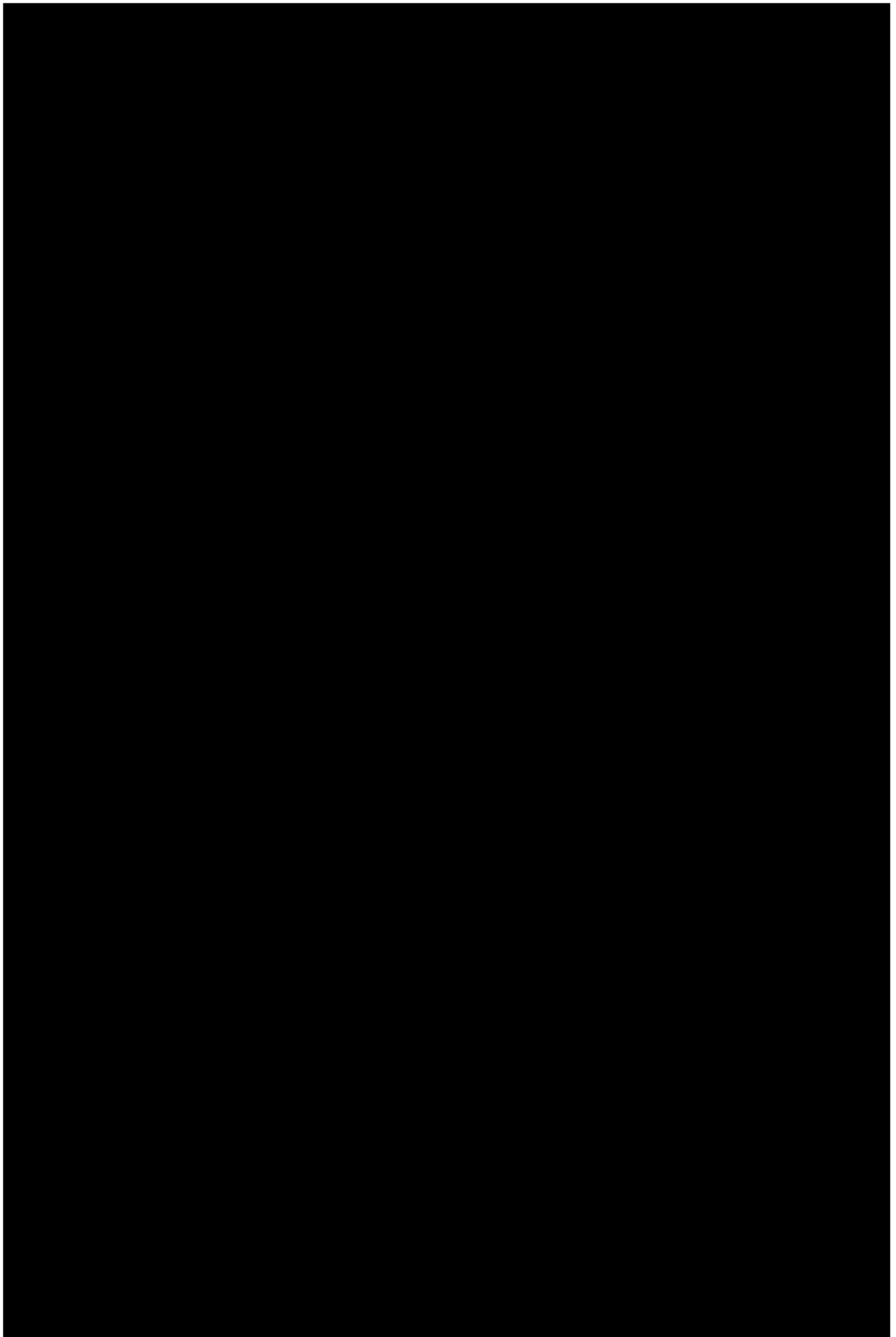
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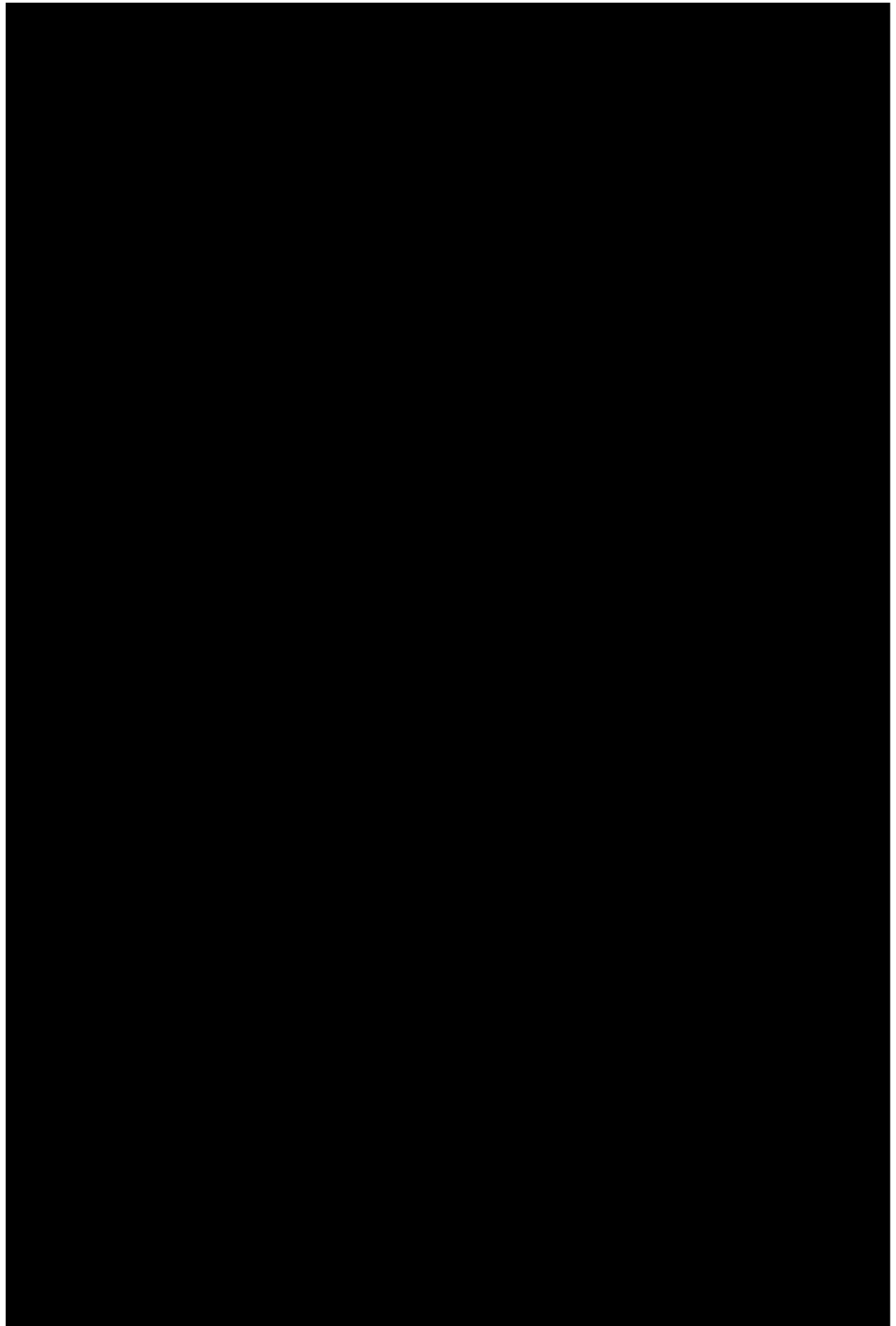
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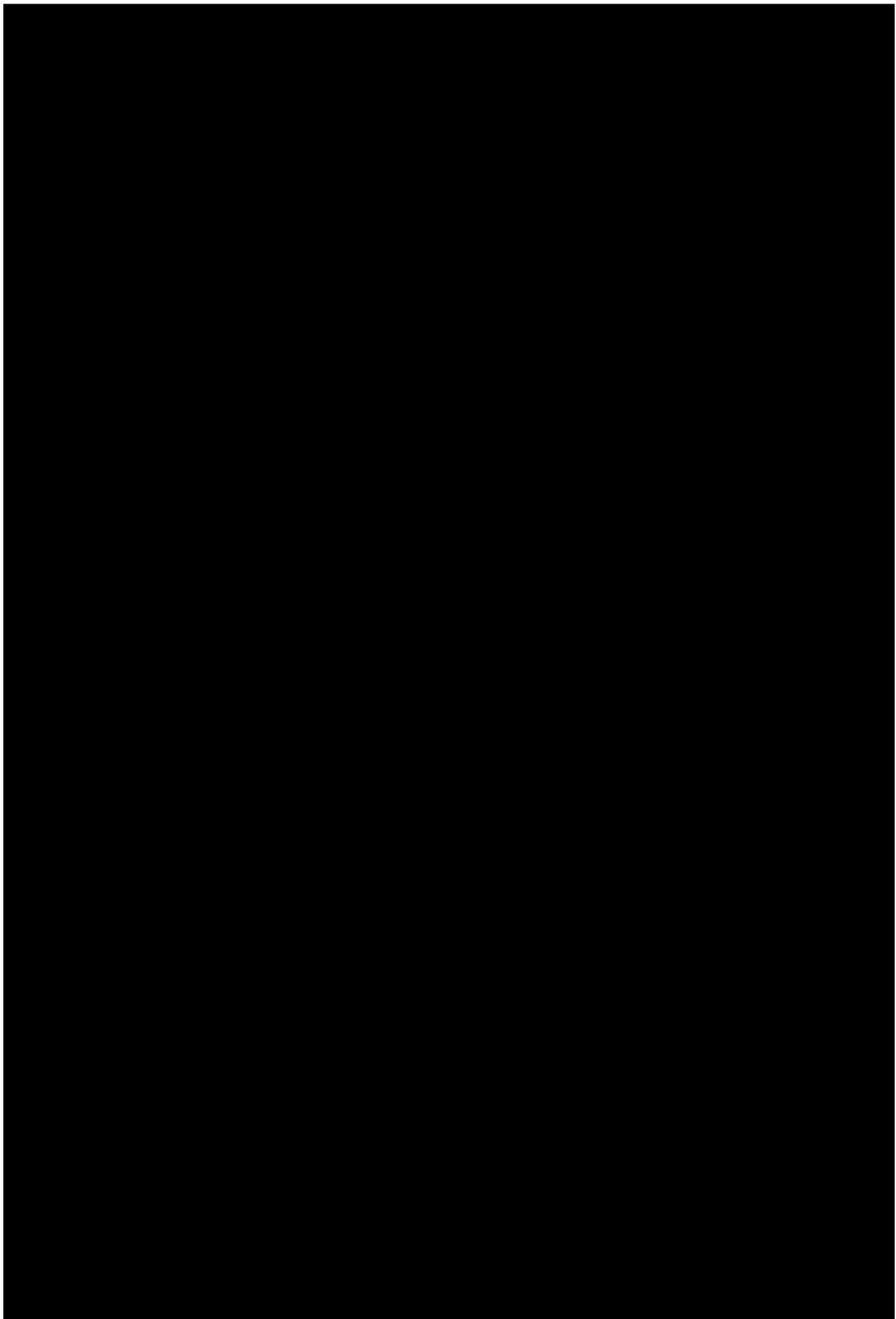
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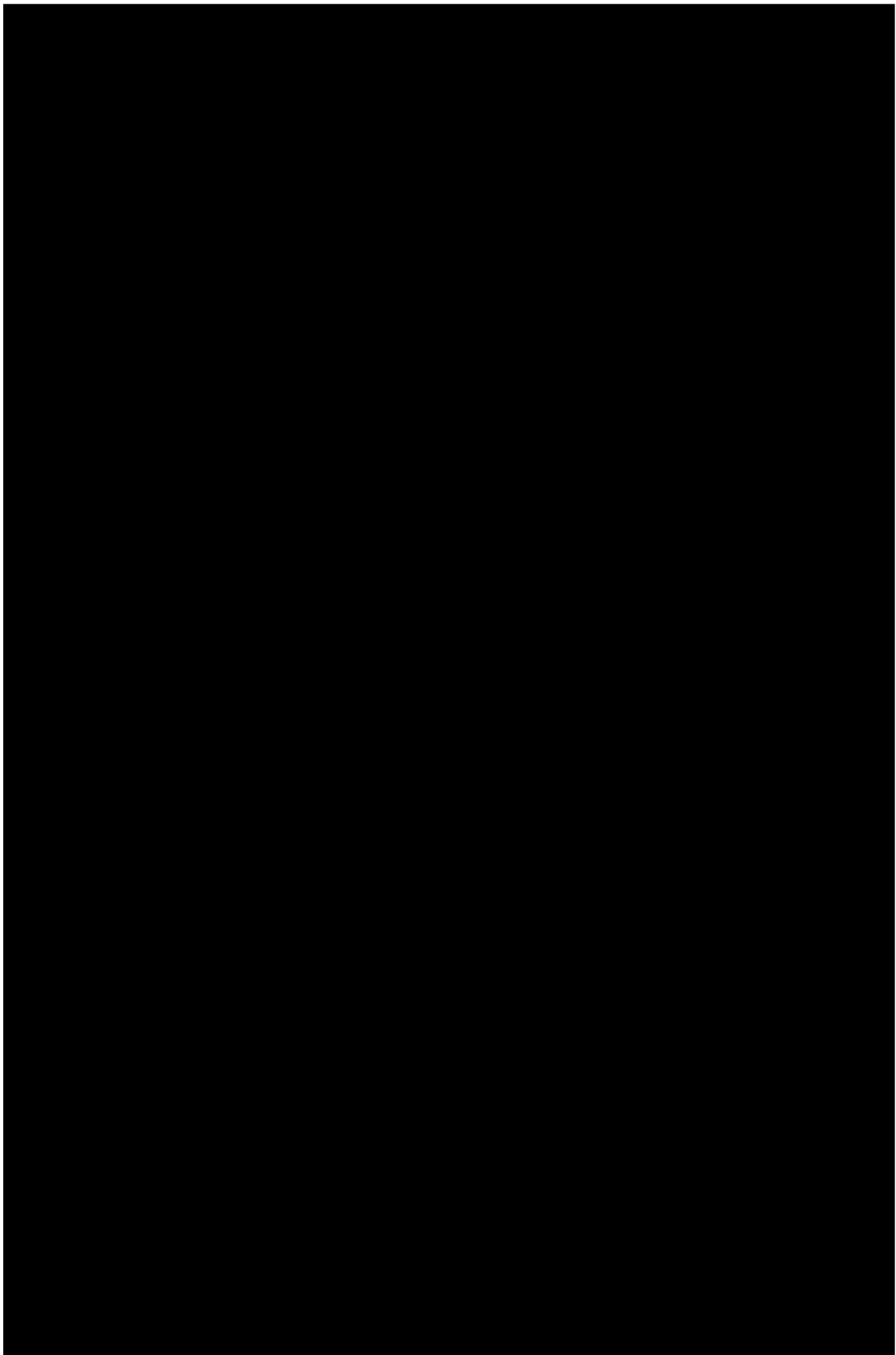
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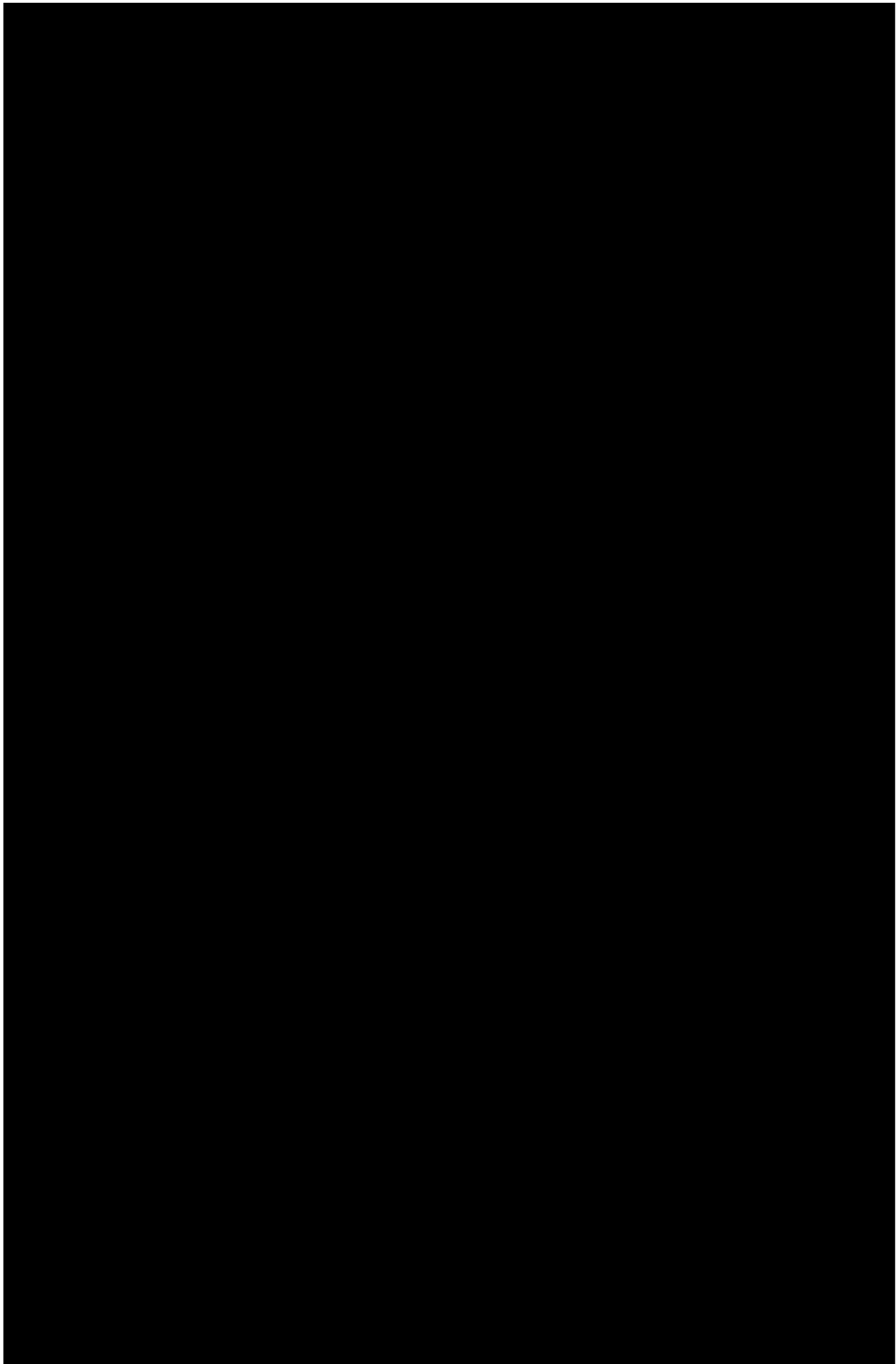


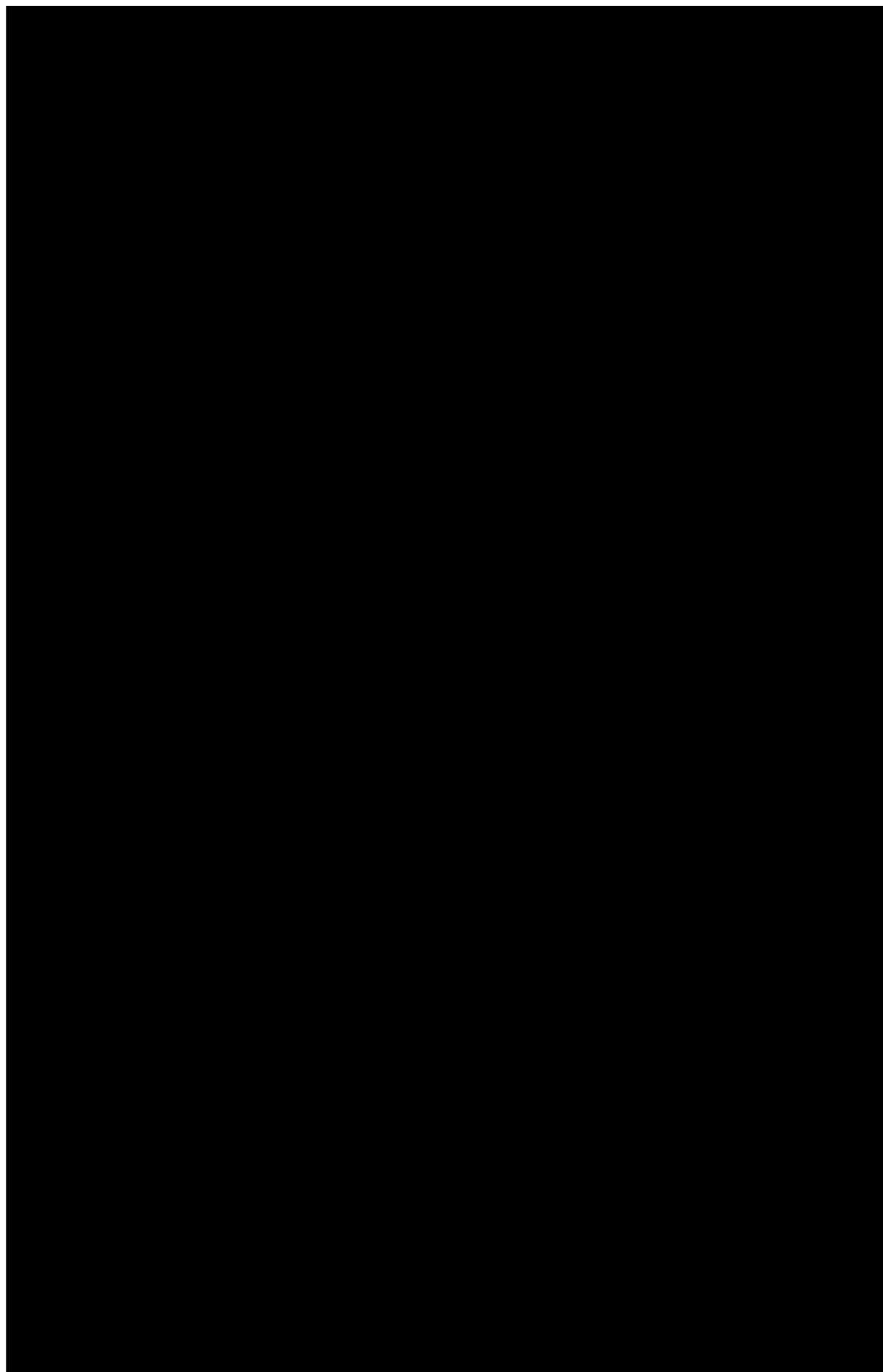


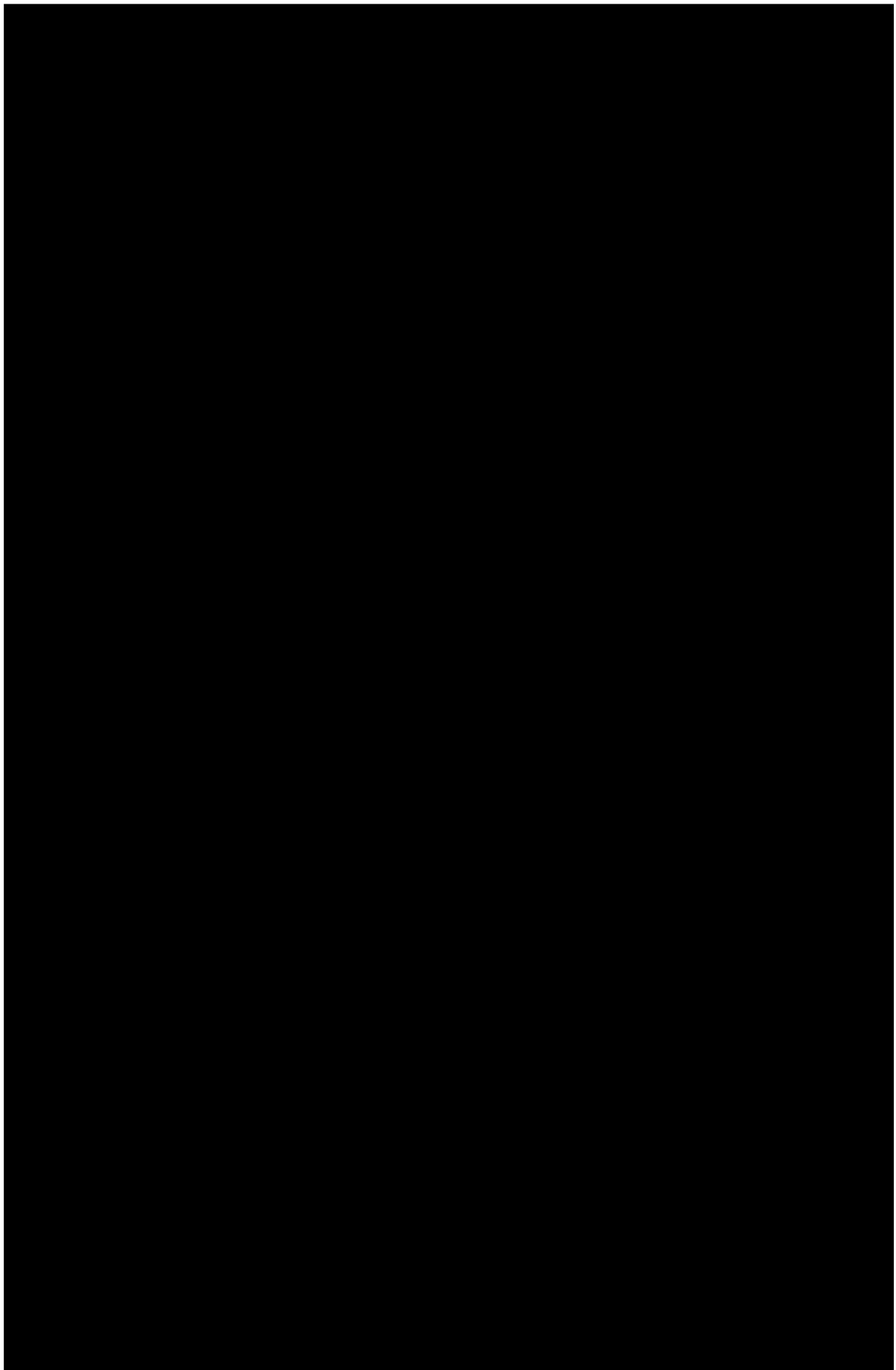




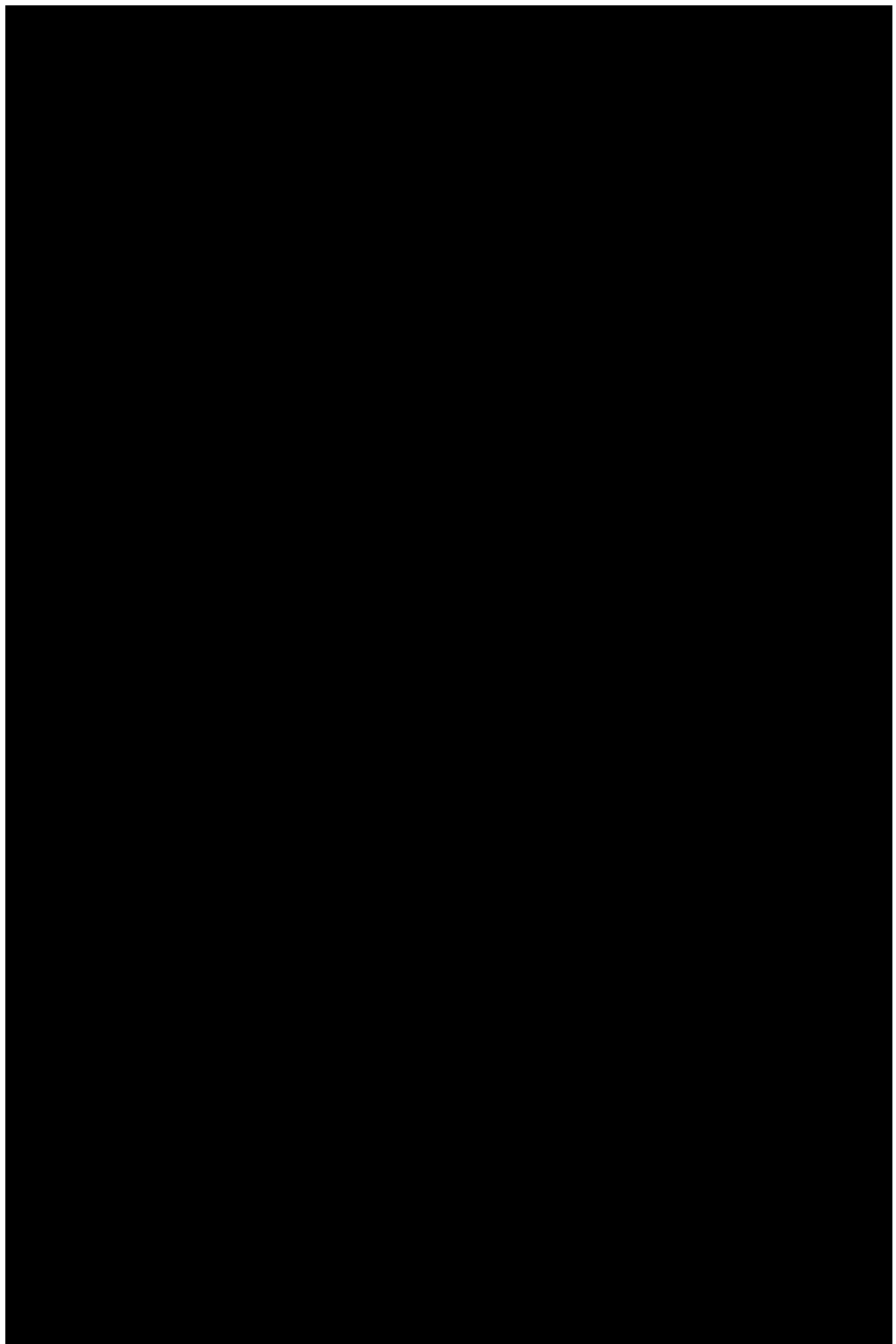


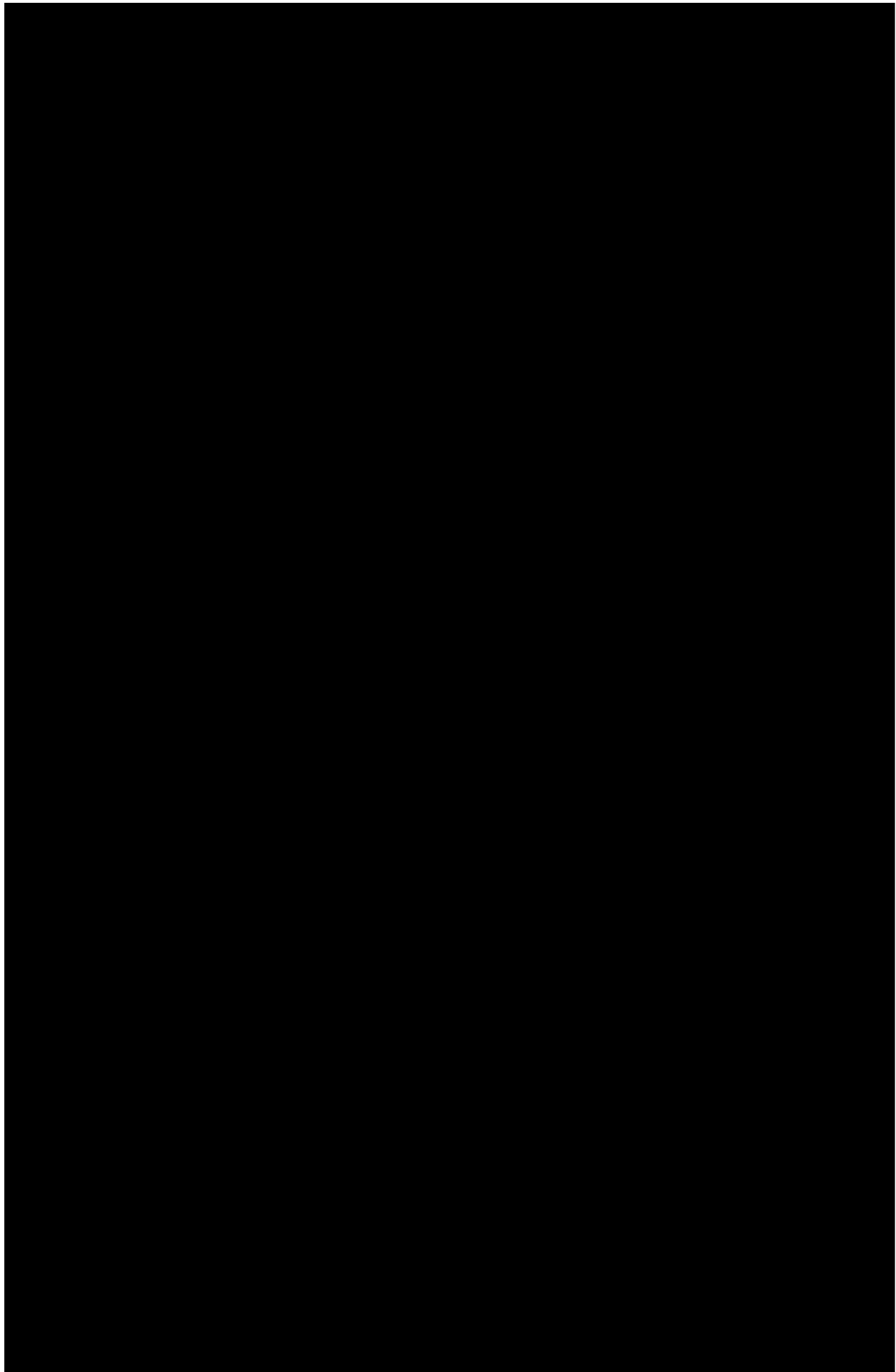


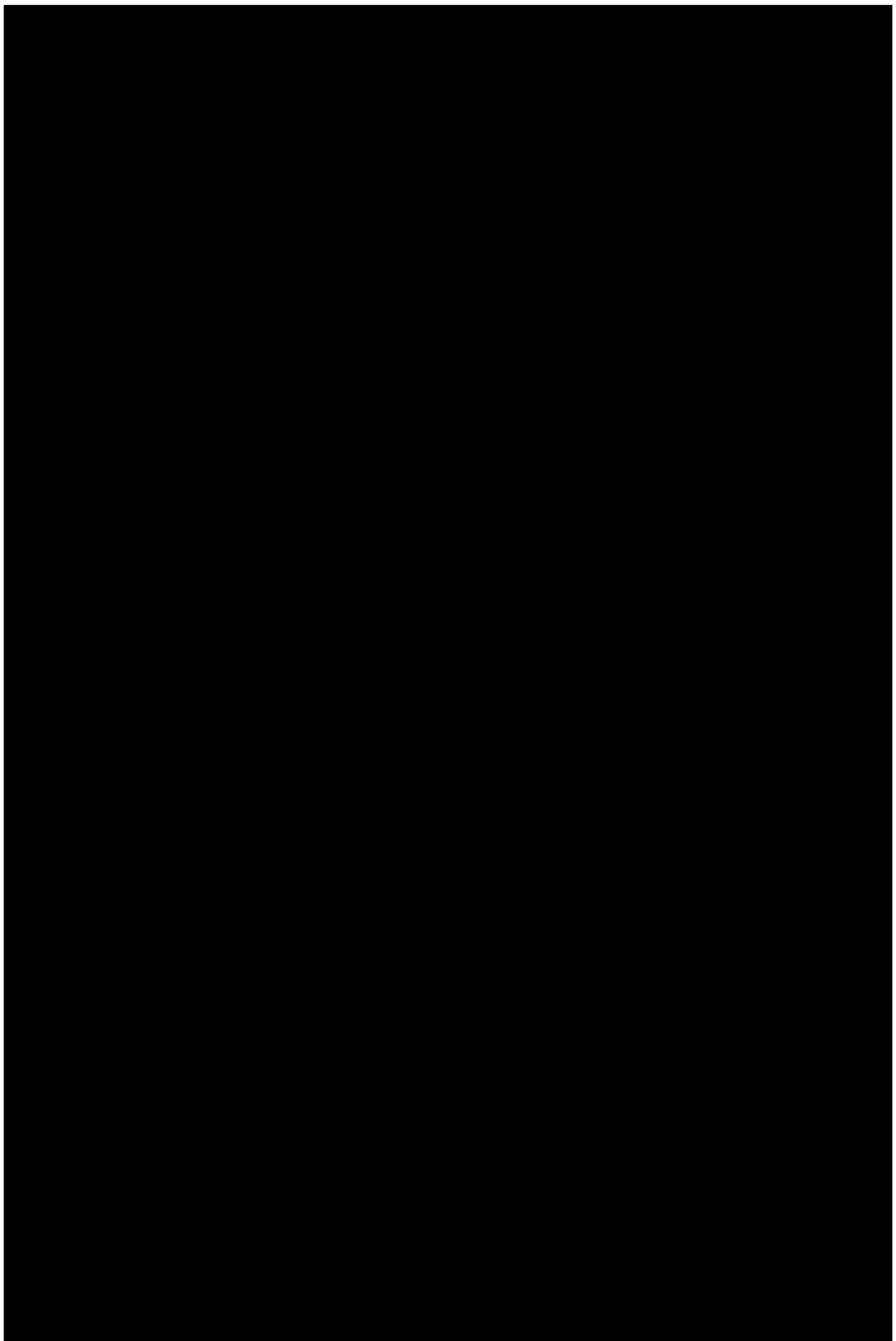


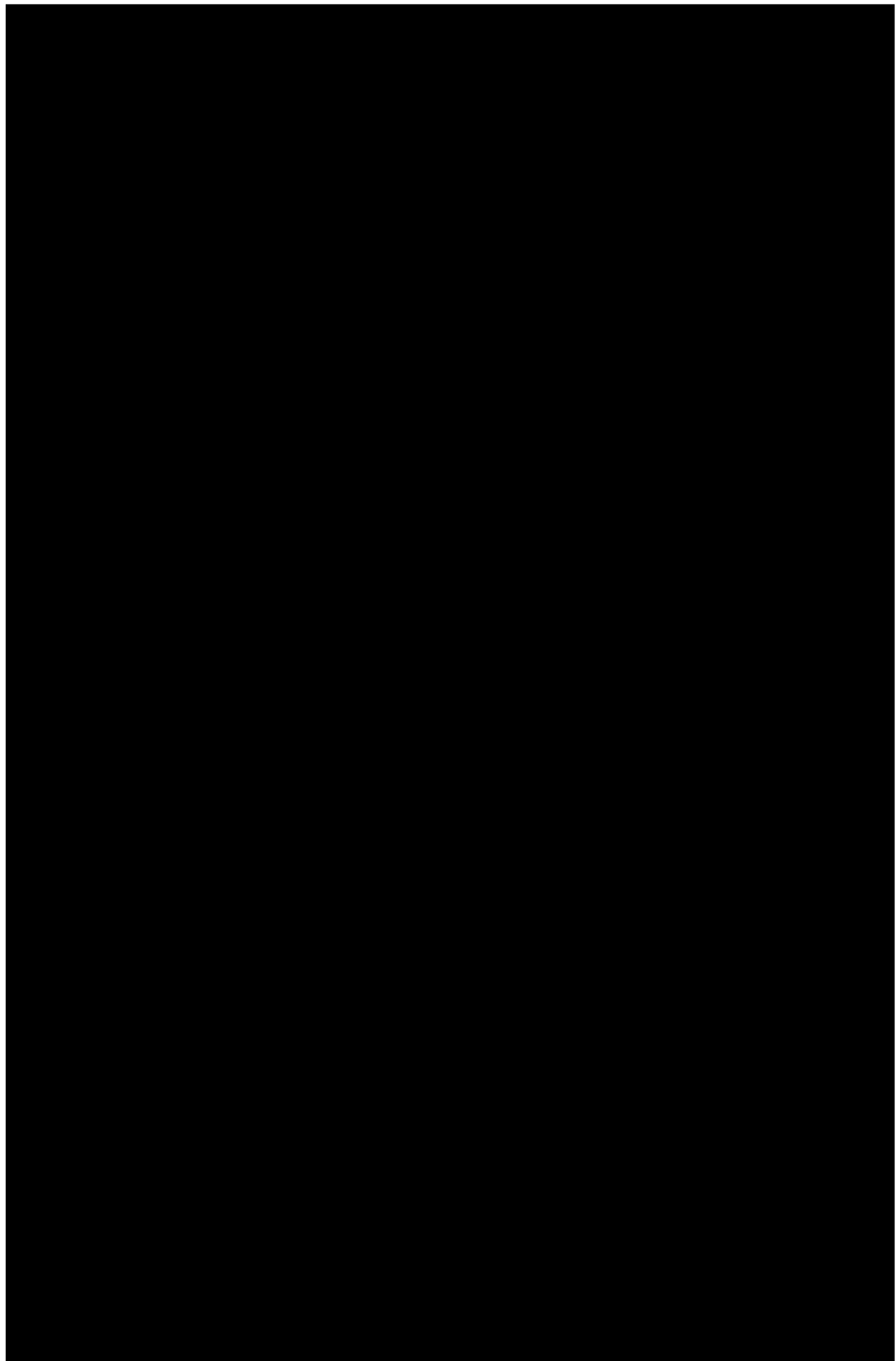




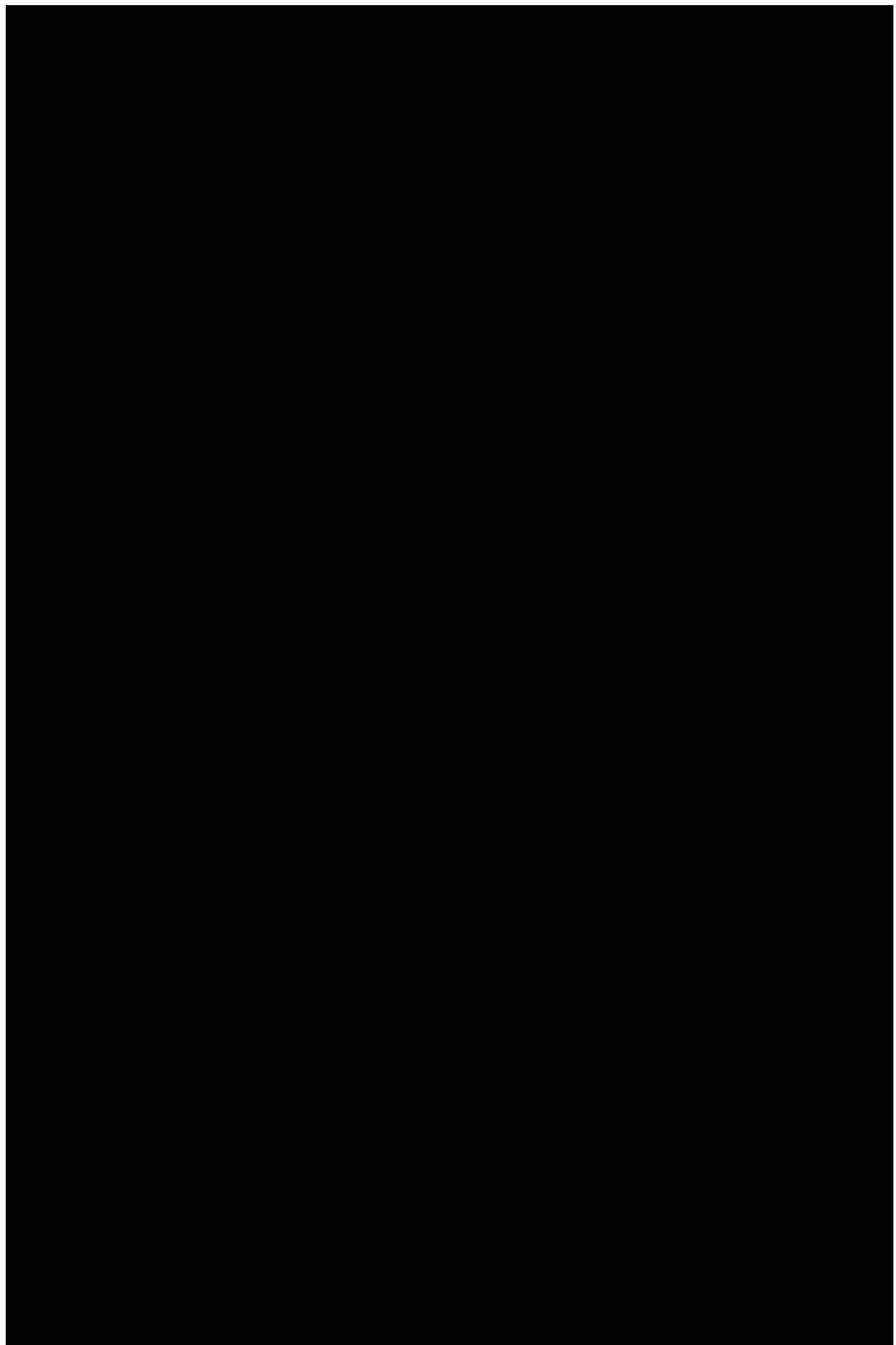


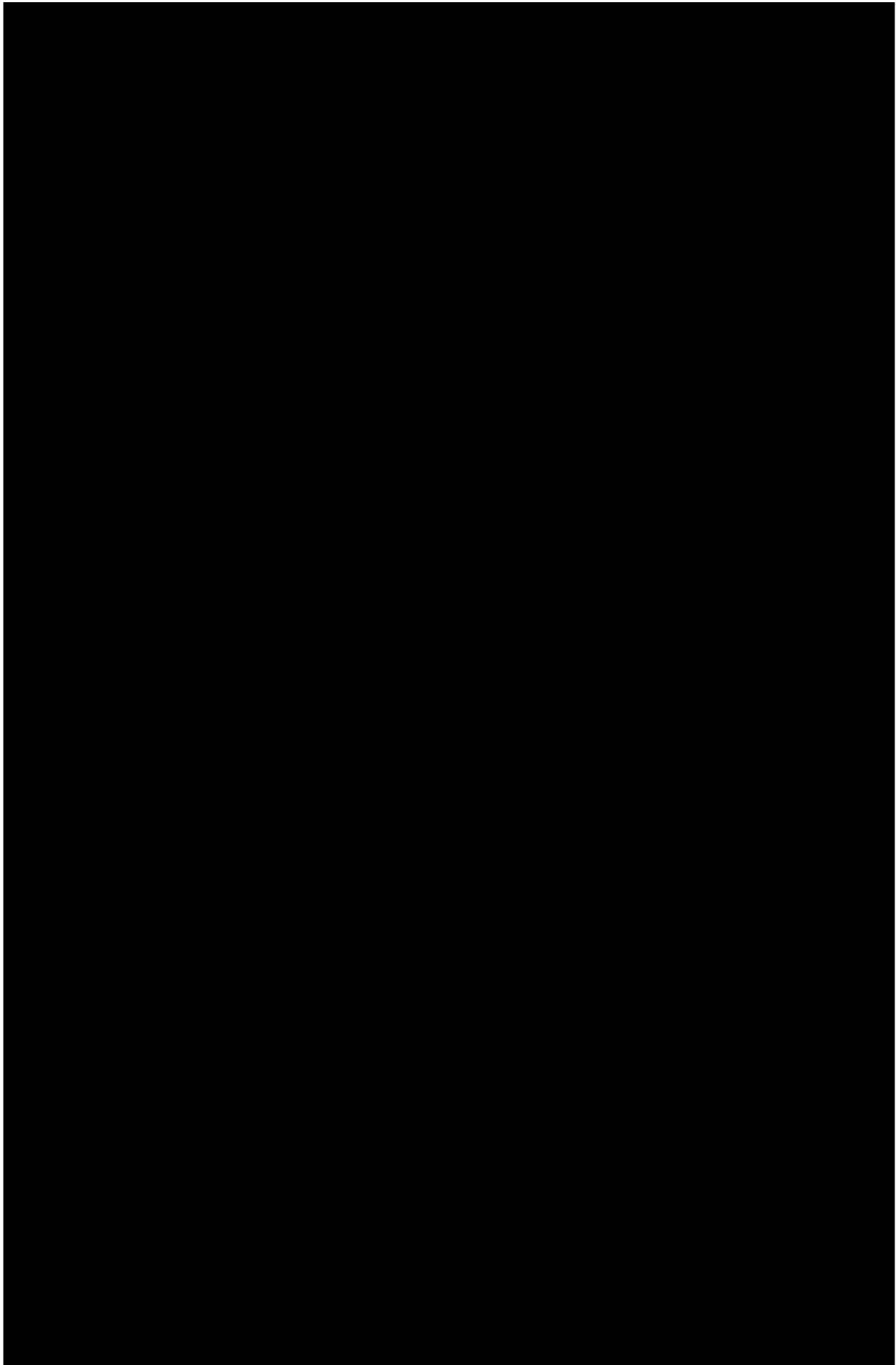


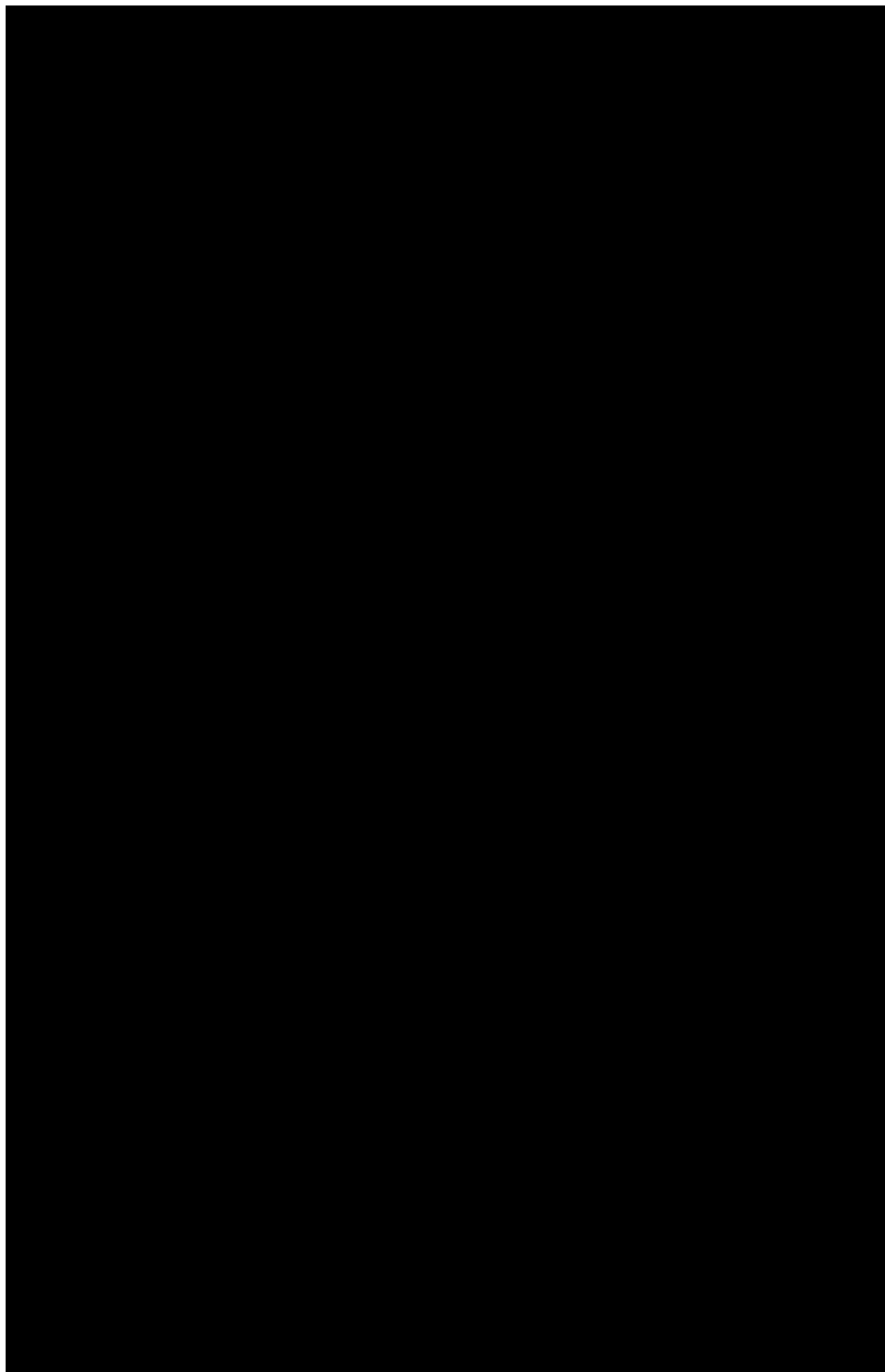


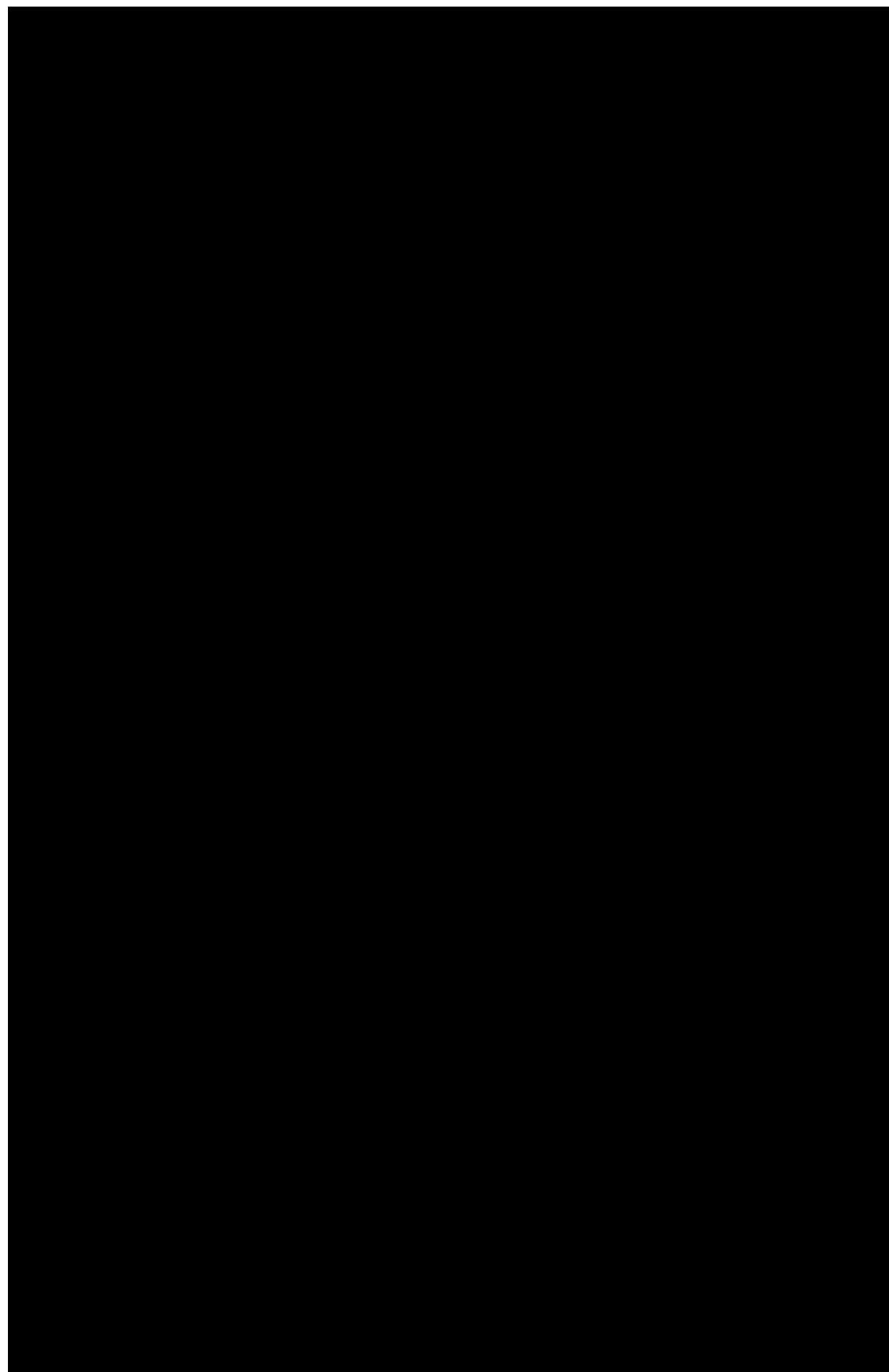


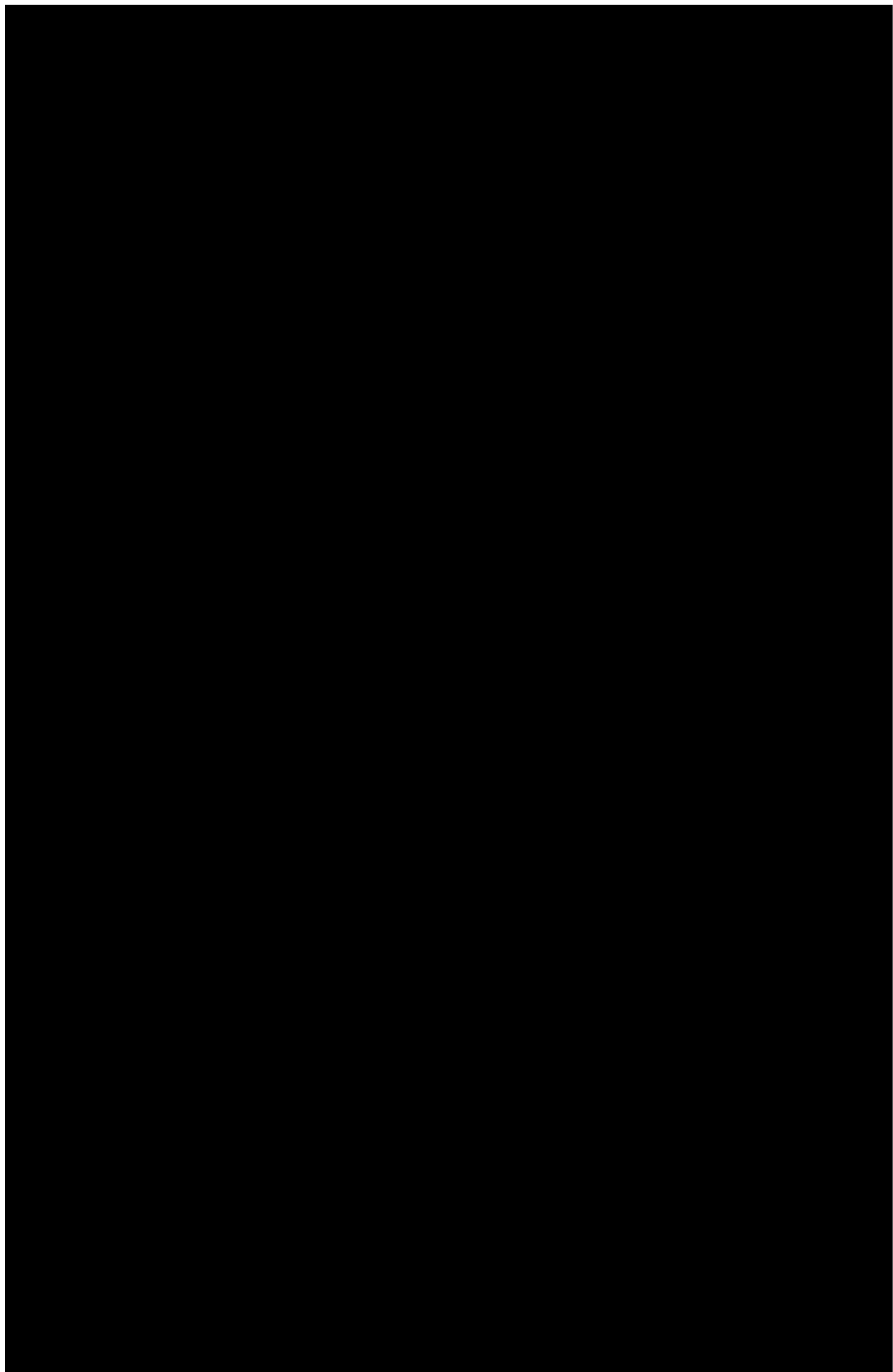


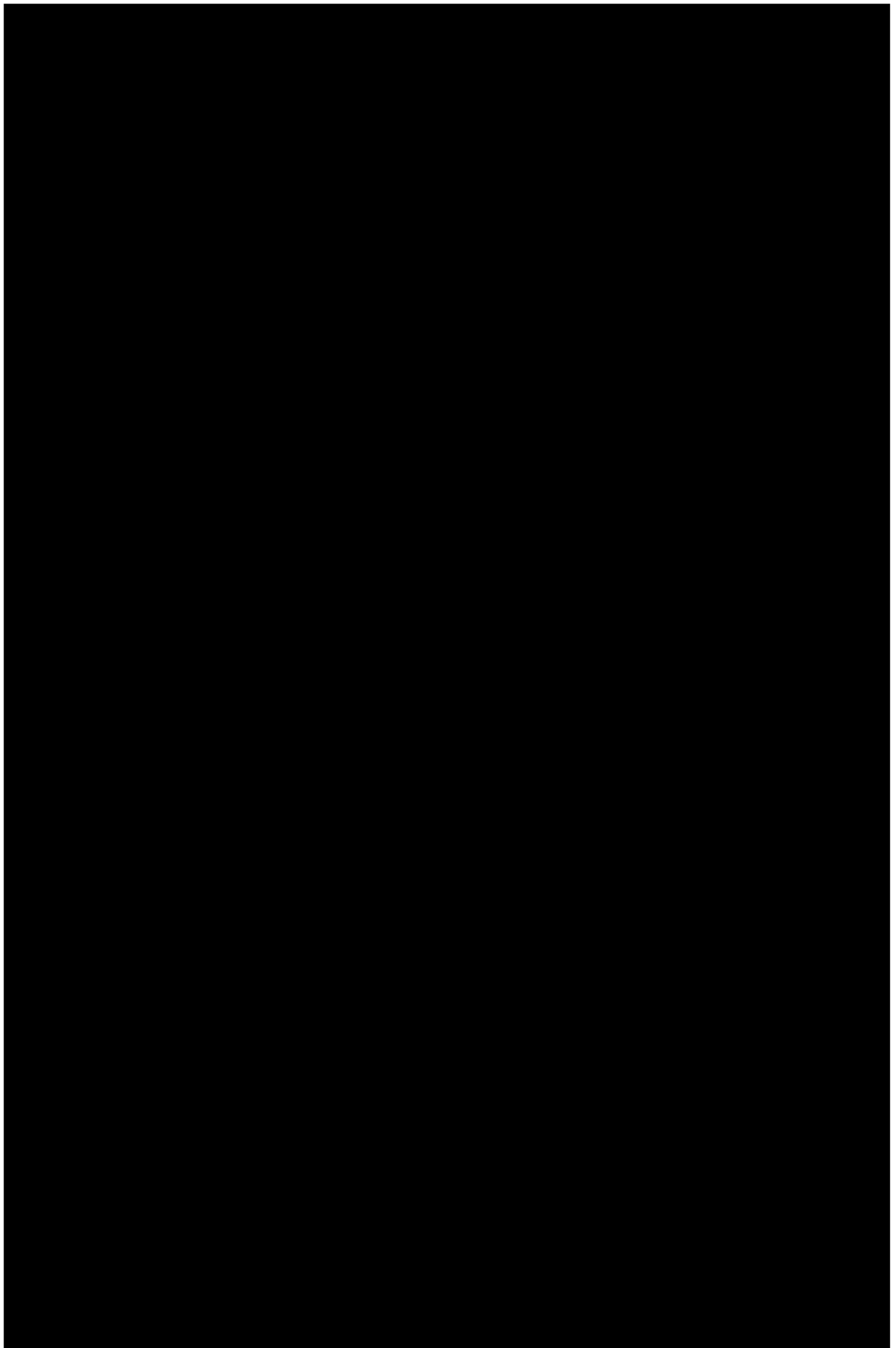


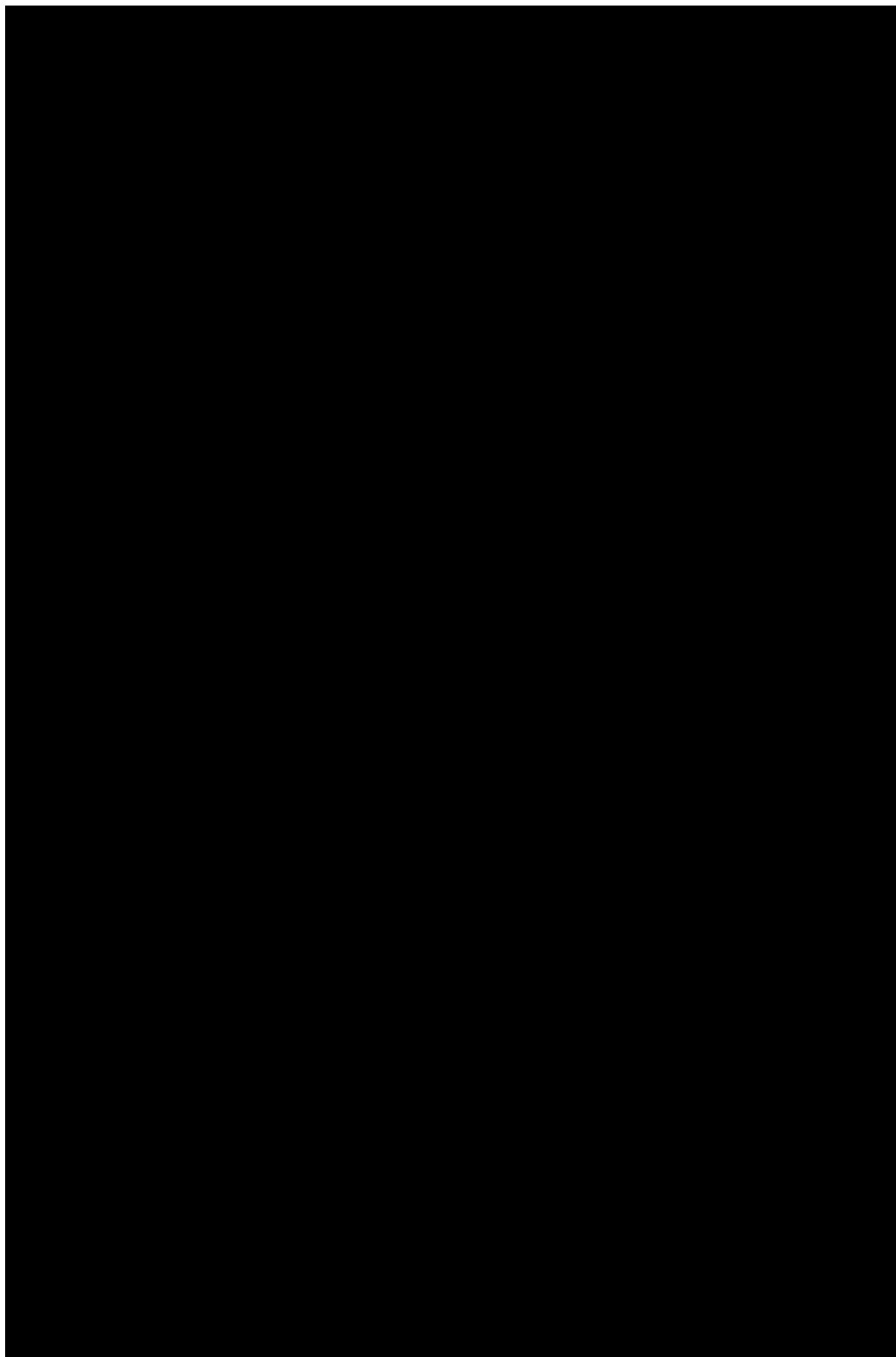


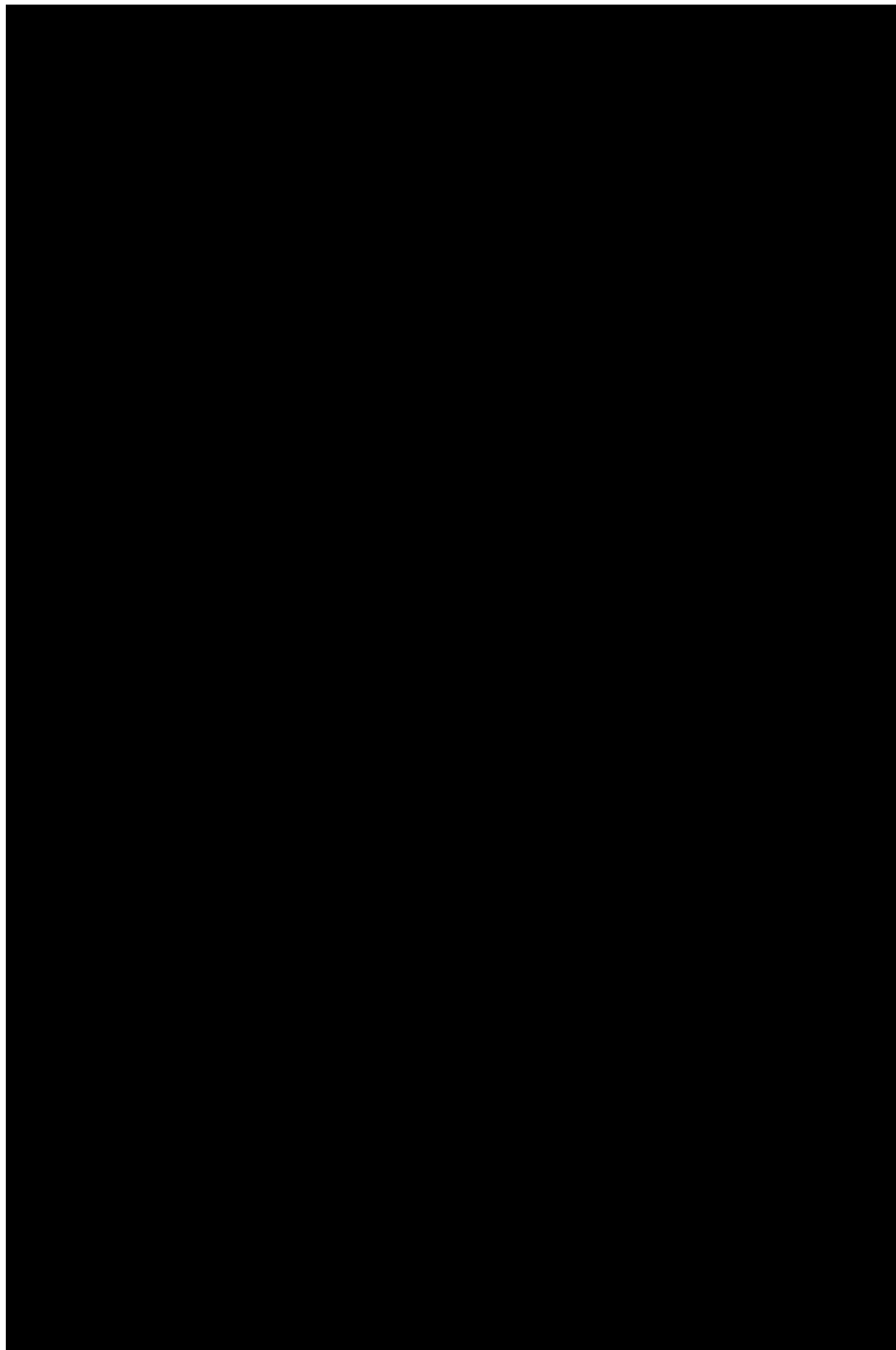


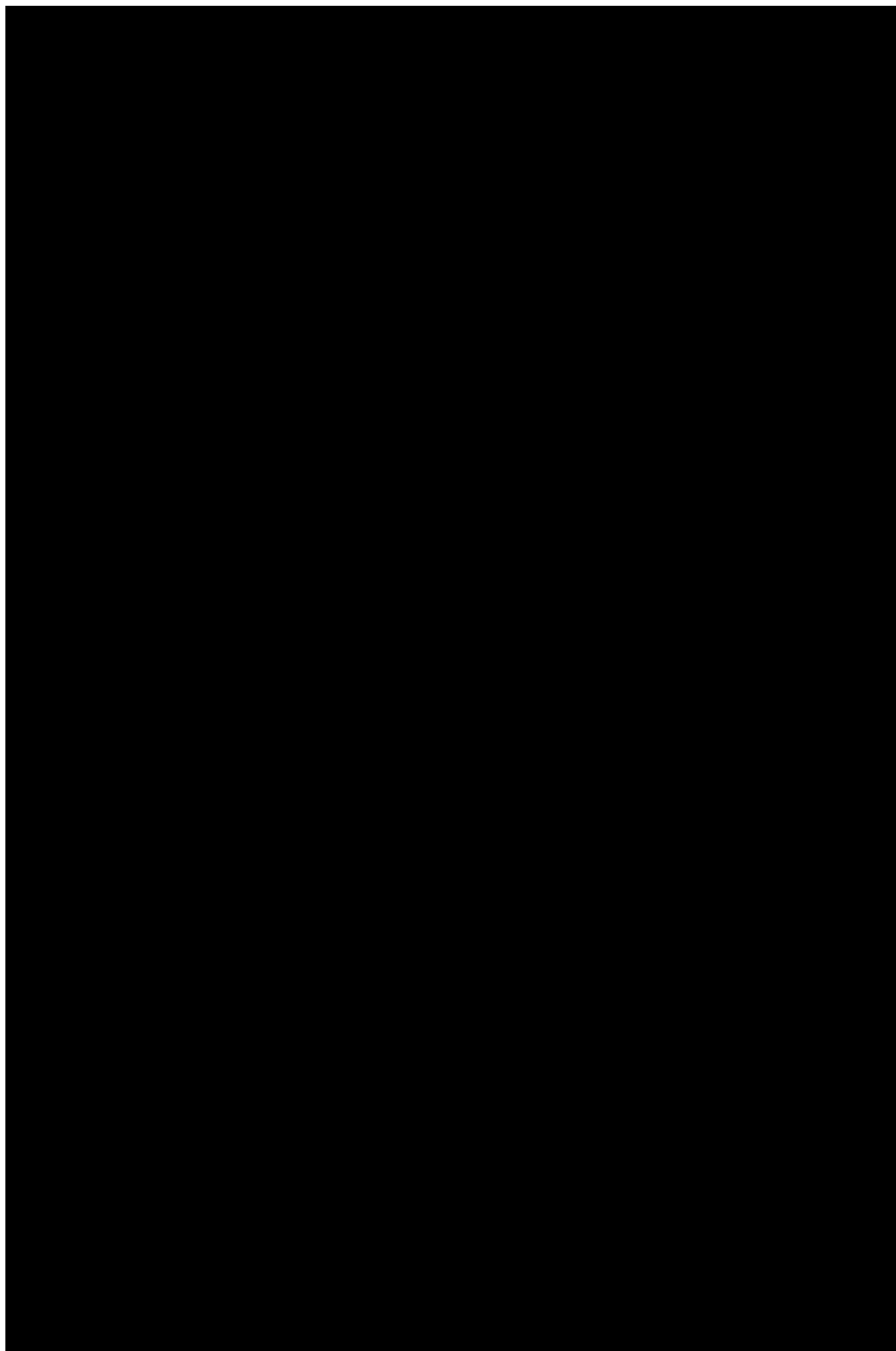


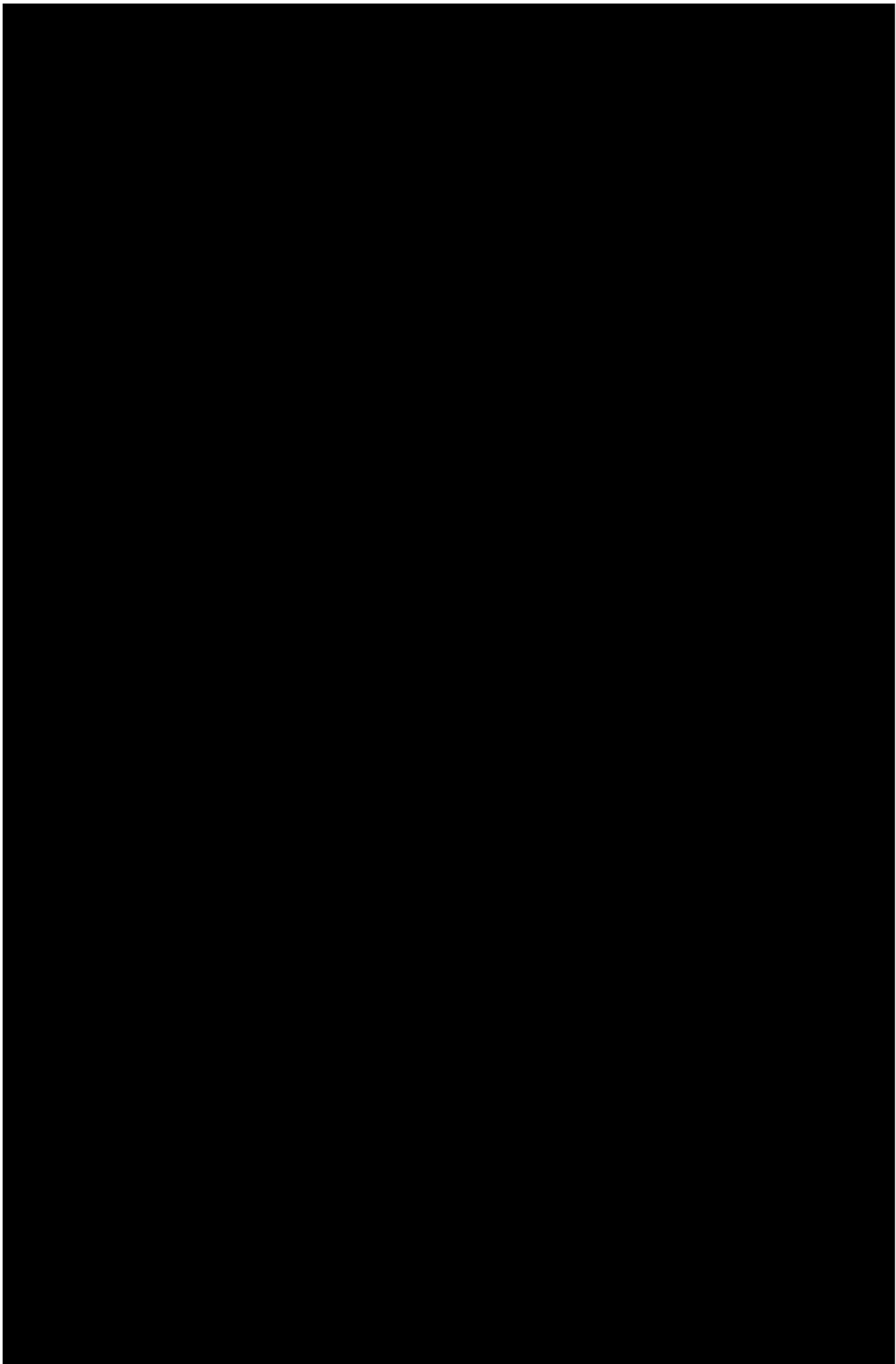


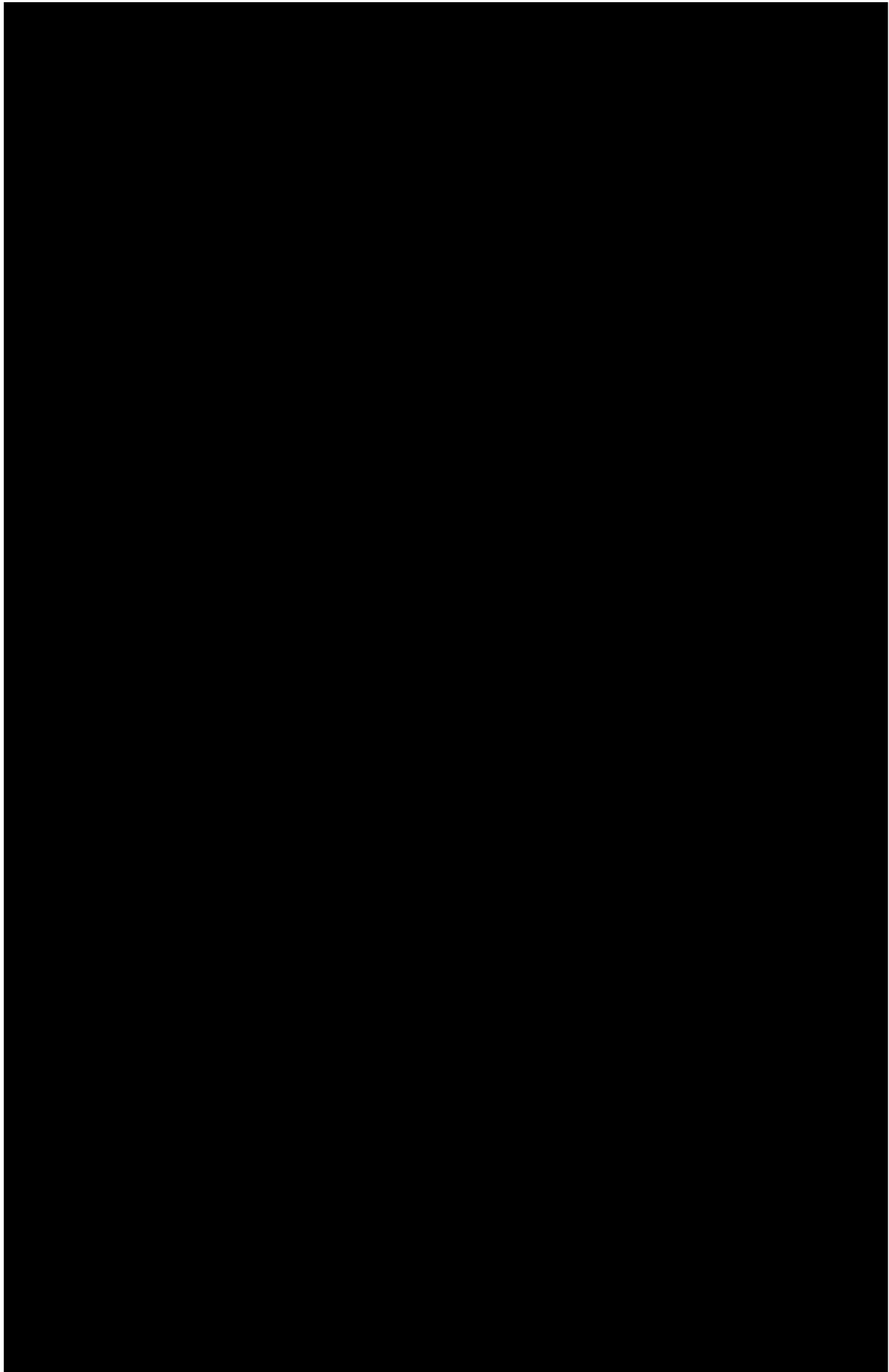


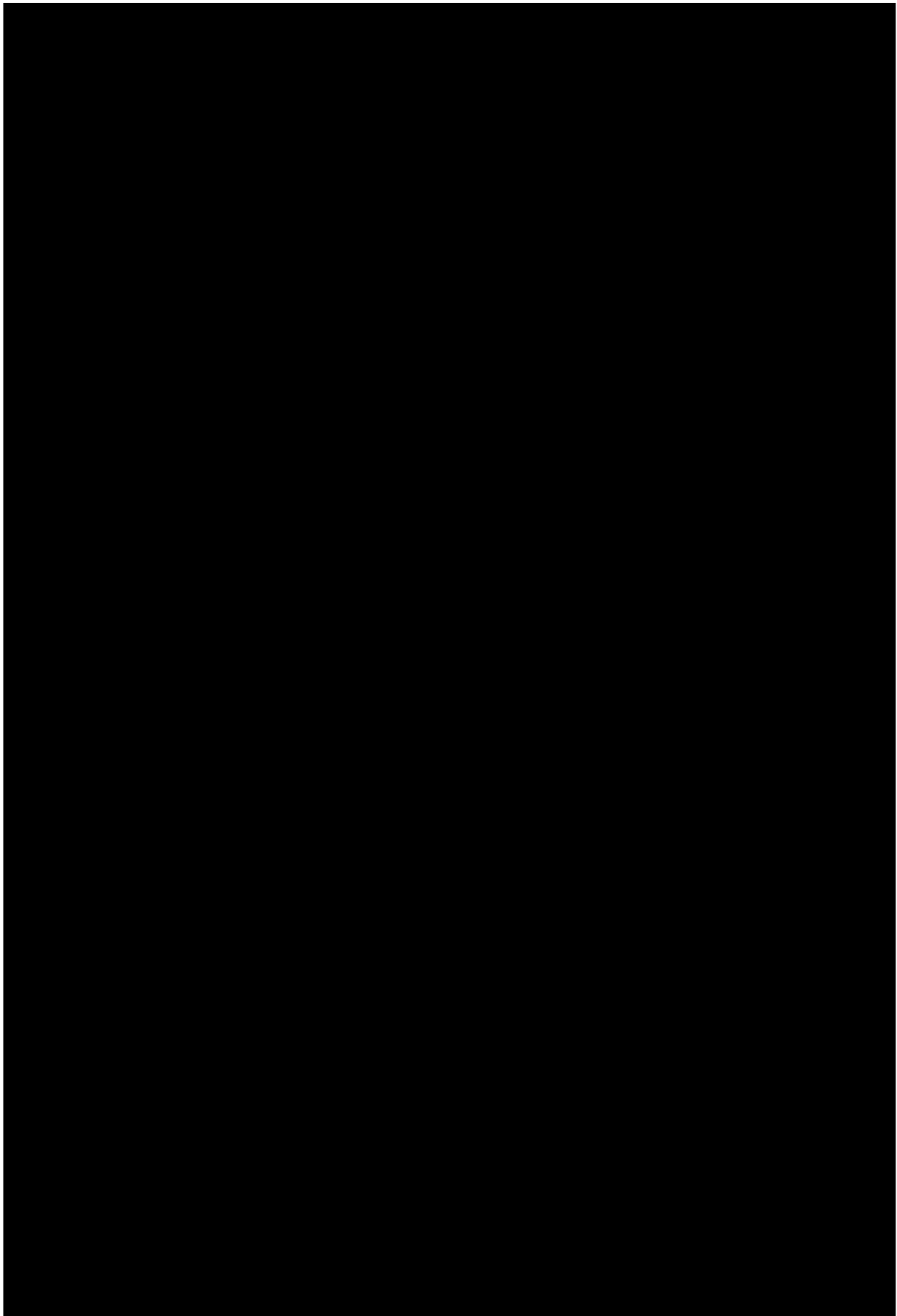


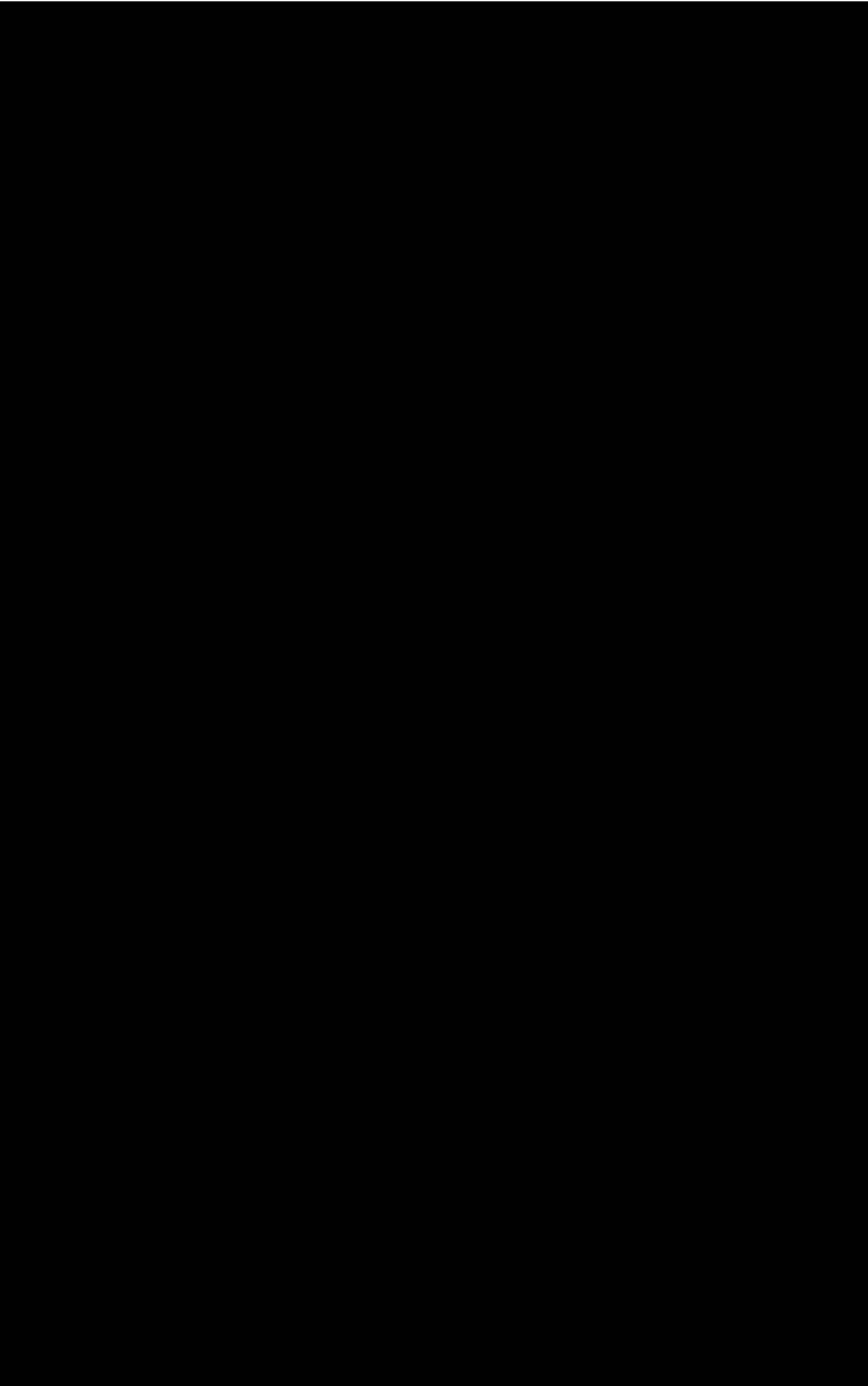


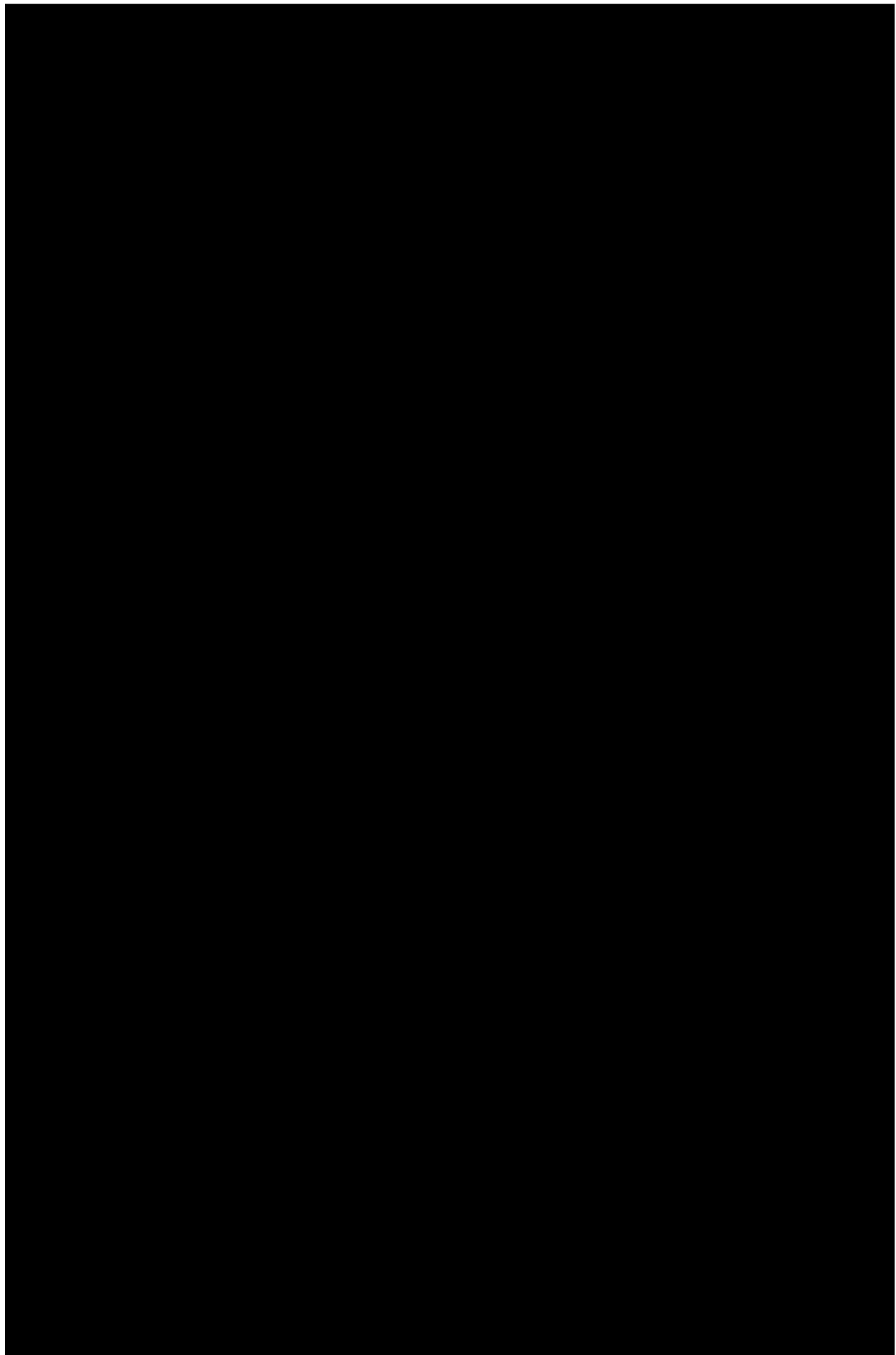


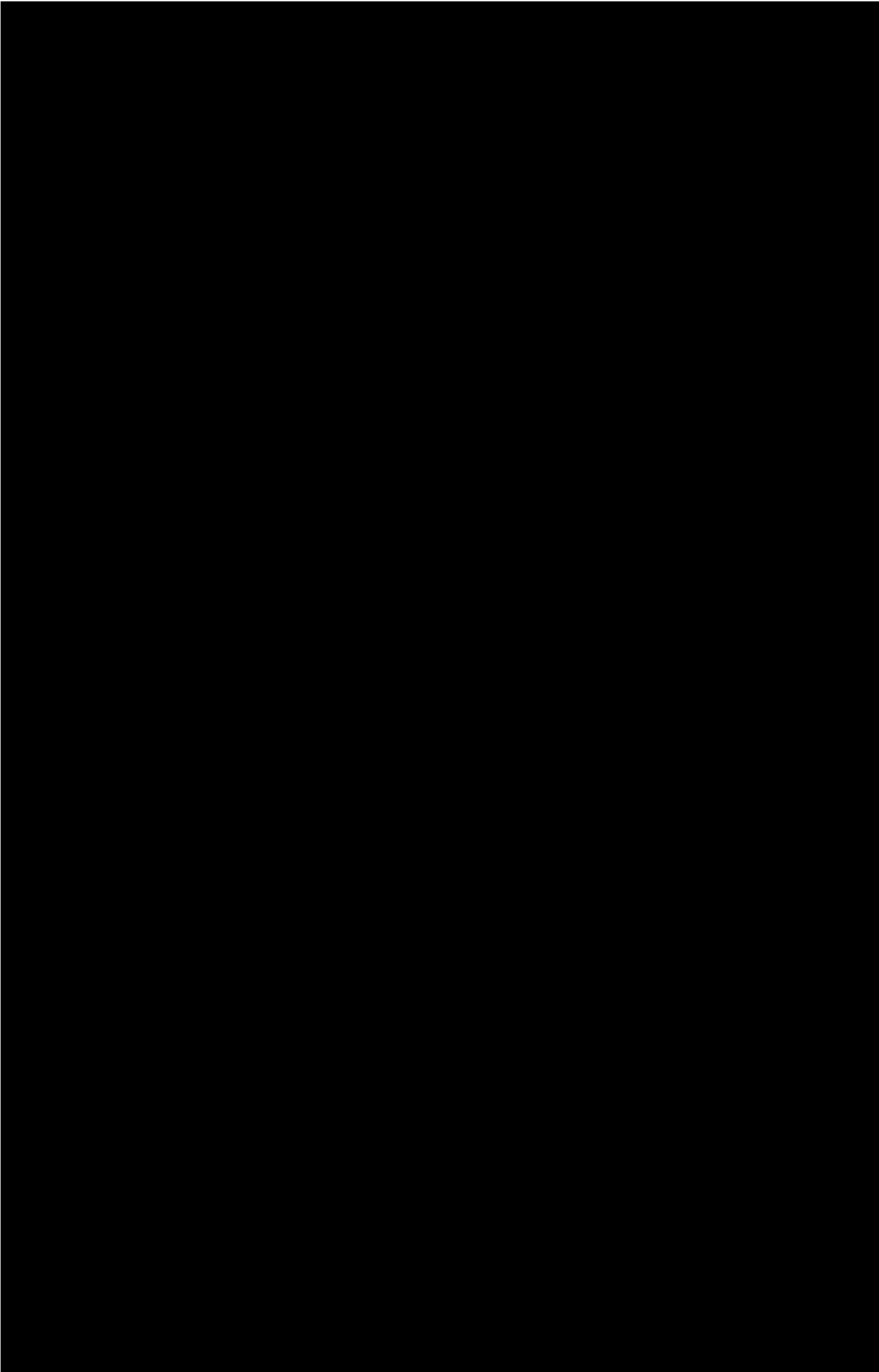


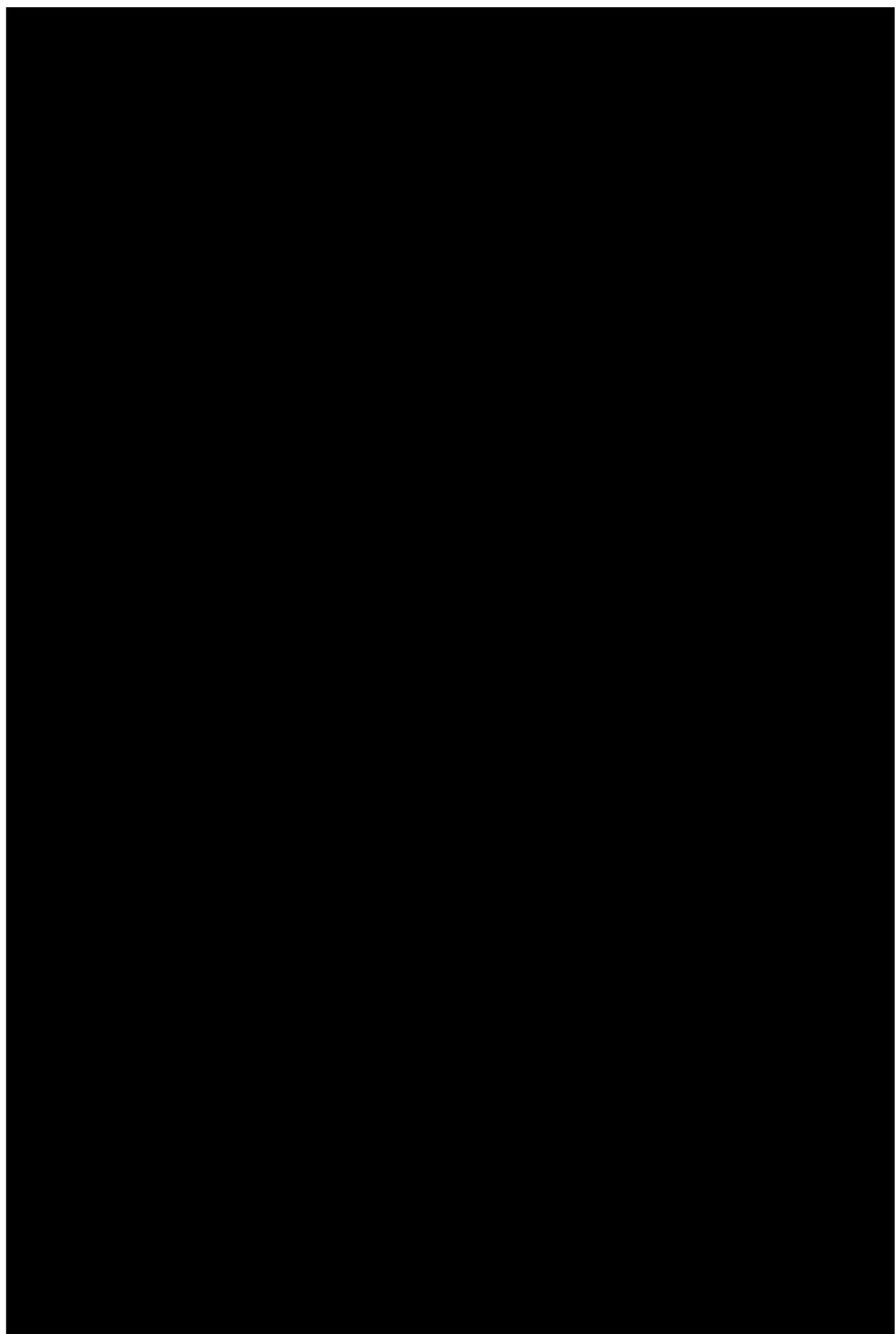


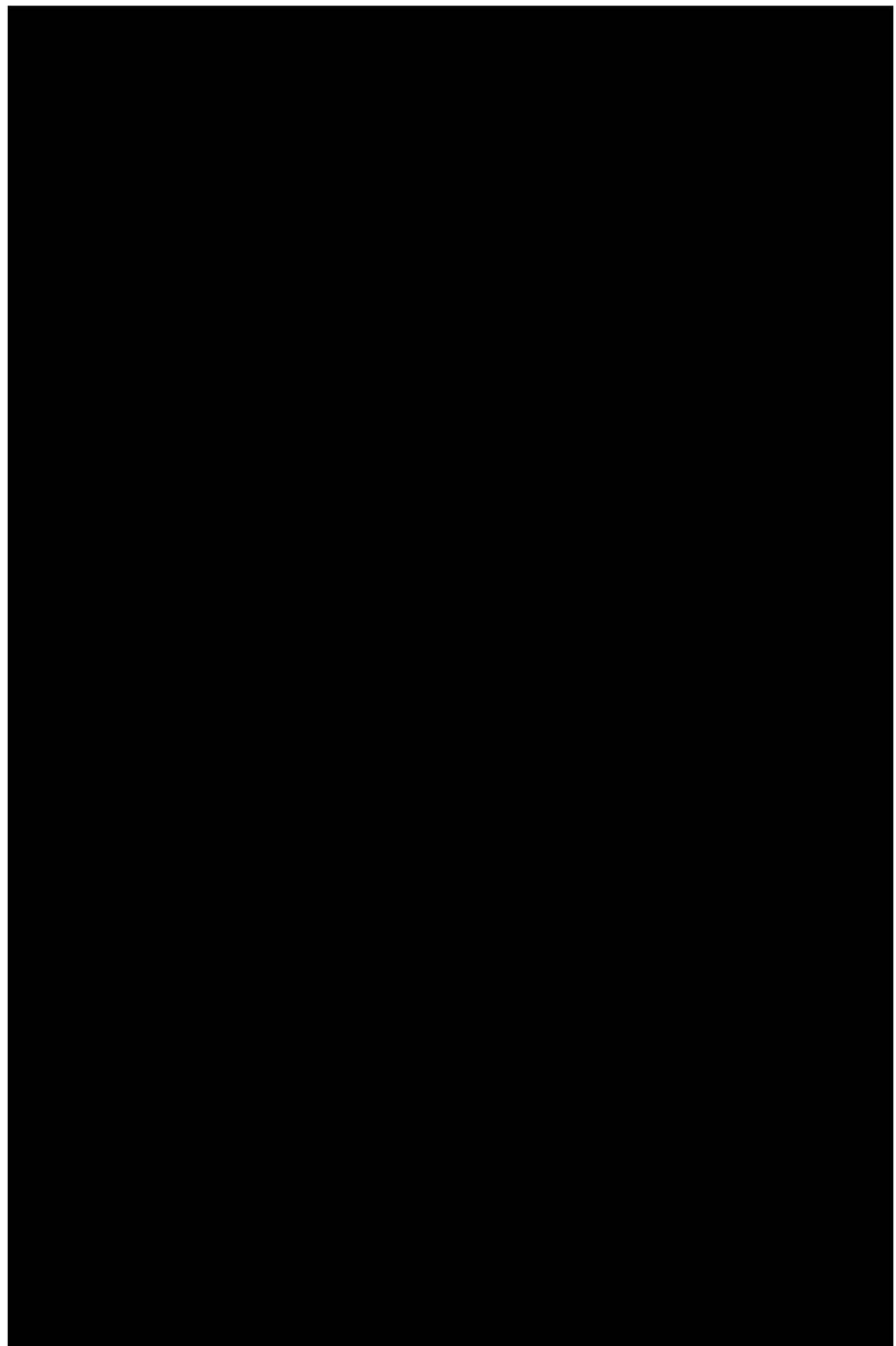












The first of these is the fact that the system is not a simple one. It is a complex system, and as such, it is not possible to understand it by looking at its parts in isolation. The system is a whole, and its behavior is determined by the interactions between its parts. This is a fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The second of these is the fact that the system is not static. It is a dynamic system, and its behavior changes over time. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The third of these is the fact that the system is not linear. It is a non-linear system, and its behavior is not predictable. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The fourth of these is the fact that the system is not isolated. It is an open system, and it interacts with its environment. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The fifth of these is the fact that the system is not deterministic. It is a probabilistic system, and its behavior is uncertain. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

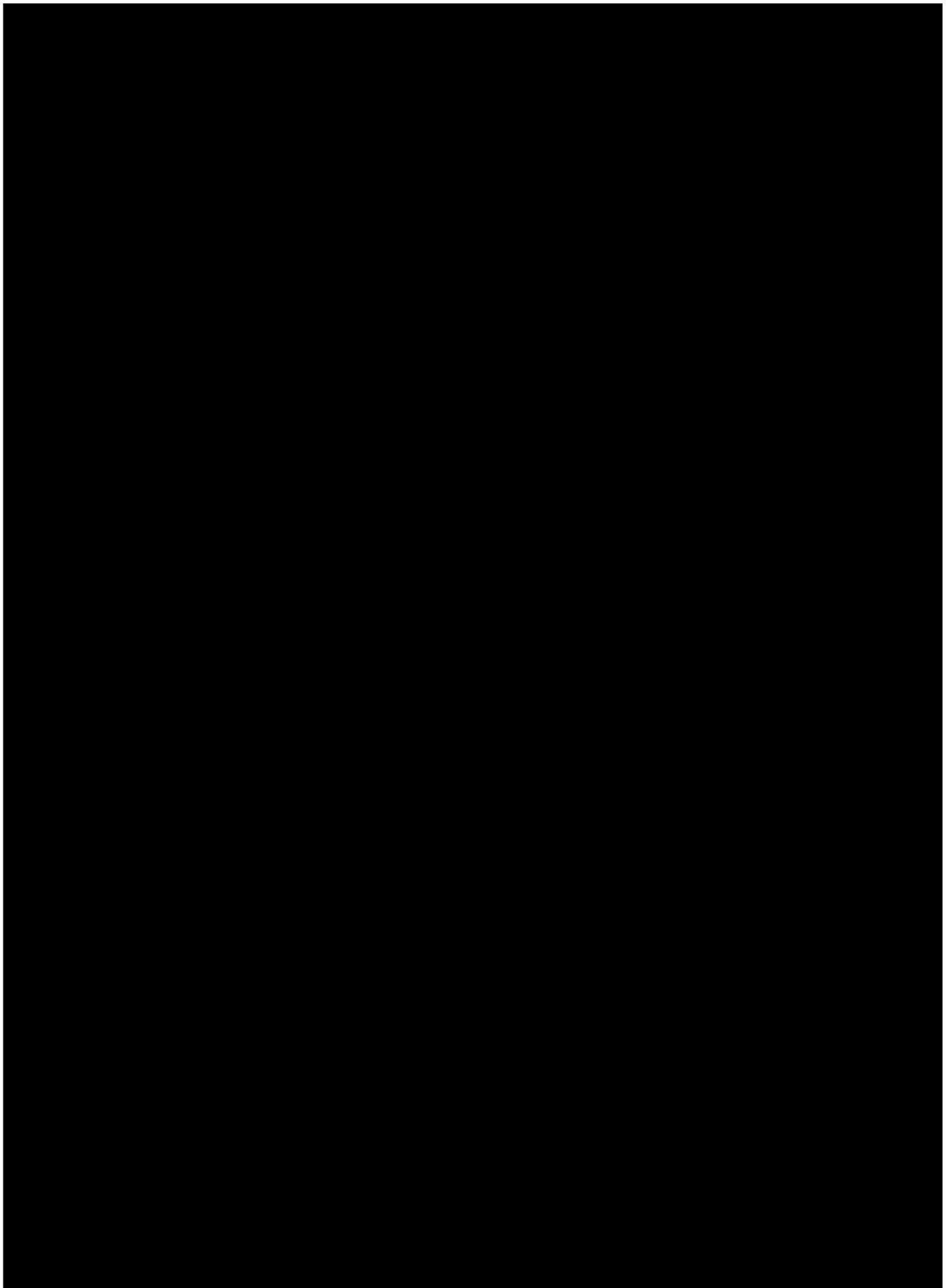
The sixth of these is the fact that the system is not rational. It is an irrational system, and its behavior is not logical. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The seventh of these is the fact that the system is not objective. It is a subjective system, and its behavior is influenced by the observer. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The eighth of these is the fact that the system is not universal. It is a particular system, and its behavior is specific to its context. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The ninth of these is the fact that the system is not eternal. It is a transient system, and its behavior is temporary. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.

The tenth of these is the fact that the system is not perfect. It is an imperfect system, and its behavior is flawed. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional engineering and design.



the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase by 2.5 million by 2020 (Office for National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has identified the need to develop a 'new paradigm' for the care of the elderly. This paradigm is based on the principle of 'active ageing', which is the process of maintaining and enhancing the functional abilities of older people so that they can live independently and participate in society. The Department of Health (1999) has identified a number of key areas for action in order to achieve this paradigm, including: (1) promoting healthy ageing; (2) preventing and managing illness and disability; (3) supporting independence and participation; and (4) ensuring a good quality of life.

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CC Exhibit E – Operations Manual Required Content

Attach hereto as CC Exhibit E Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations.

The Operations Manual must include, without limitation, a written description of Applicant's policies, procedures and plans regarding:

- Patient intake and identification checks, patient education, patient feedback/product selection, any other proposed services to be provided at the Compassion Center;
- Point of sale tracking;
- Advertising;
- Vehicle/foot traffic impact and mitigation of community impact;
- Packaging and labelling;
- Complaints;
- Returns/refunds; and
- Product recalls.

The Operations Manual must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations and include without limitation a description of:

- (a) The Applicant's biography including experience, knowledge, and training as it relates to:
 1. The marijuana industry in Rhode Island or any other state;
 2. Current role or participation in the Rhode Island Medical Marijuana Program;
 3. Past experience running a business or nonprofit;
 4. Familiarity with medical marijuana products and patients' utilization of products to treat qualifying conditions;
 5. Product testing and the use of seed to sale inventory tracking; and
 6. Any other background information or documentation Applicant believes demonstrates its qualifications to hold a compassion license.

If Applicant is currently a caregiver, licensed cultivator, or part of a licensed cooperative cultivation entity in Rhode Island, Applicant must include their registration ID number and how long they have been a caregiver or operating as a licensed cultivator or cooperative cultivation.

- (b) A list of proposed medical marijuana varieties and product types proposed to be offered.
- (c) A pricing model for how the price of products will be determined. Applicant must do this for products that will be procured from licensed cultivators as well as for products which may be manufactured by the compassion center if approved and/or applicable. This must include price ranges by categories of products (edibles, tinctures, vape cartridges, topicals, *etc.*) and/or any price structures which are based on levels of specific cannabinoids (THC, THCa, CBD, *etc.*). Applicant must state whether the compassion center would utilize pricing tiers for flower or any other categories of products and, if so, describe the general product requirements of each product as well as the price range per tier.

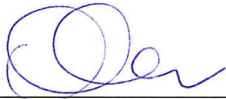
- (d) Any programs the compassion center would adopt to provide patients with discounted or free medicine. Applicant must include any qualifying factors it plans to use, if any, such as patient income, disability status, terminal diagnosis, or any other need-based criteria which the center may adopt.
- (e) How the Applicant would train all employees and registered compassion center agents on Federal and State medical marijuana laws and regulations as well as other laws and regulations pertinent to the compassion center agents' responsibilities.
- (f) How the Applicant would train all employees and licensed compassion center agents on standard operating procedures.
- (g) How the Applicant would train all employees and registered compassion center agents on detection and prevention of diversion of medical marijuana and medical marijuana products.
- (h) How the Applicant would establish written standard operating procedures for receipt of medical marijuana material and/or products, including how Applicant will inspect products for defects, contamination, and compliance with Regulations.
- (i) How the Applicant will use a perpetual inventory control system that identifies and tracks Applicant's stock of medical marijuana products from the time the medical marijuana is obtained by, or delivered to, a registered compassion center to the time it is sold or transferred to a patient cardholder, caregiver cardholder, or authorized purchaser in accordance with the Regulations. Applicant must address the situation in which it has access to the state approved Medical Marijuana Program Tracking System and the situation in which Applicant does not have access to the System (as specified in the Regulations).
- (j) How, as soon as is practical, if the Applicant does not have access to the state approved Medical Marijuana Program Tracking System, Applicant will, for each medical marijuana unit or product:
 - 1. Create a unique identifier;
 - 2. Enter information regarding the product/unit into an alternate inventory control system;
 - 3. Create a label with the unique identifier and batch number; and
 - 4. Securely attach the label to each unit/product.
- (k) How the Applicant will notify the Department of Business Regulation of an inventory or supply discrepancy if Applicant discerns a discrepancy between the inventory and the medical marijuana program tracking system.
- (l) How the Applicant will quarantine and not release any medical marijuana product if notified the product fails to meet all criteria for production or patient consumption in accordance with the Regulations.

- (m) In the case where faulty products have been sold or transferred to customers, how the Applicant will institute a recall and notify customers about the faulty products and what they should do if they still possess them.
- (n) How the Applicant will hold medical marijuana and medical marijuana products in secure and segregated storage.
- (o) How the Applicant, as a licensed compassion center, would establish procedures to receive, organize, store, and respond to all oral, written, electronic, or other complaints regarding medical marijuana and adverse events.
- (p) How the Applicant will ensure it does not transport medical marijuana or medical marijuana products to, or receive any medical marijuana or medical marijuana products from, any place outside of Rhode Island.
- (q) How the Applicant will have a standard operating procedure to require an employee or compassion center agent to report any personal health condition that could pose a threat to customers or compromise the cleanliness or quality of the medical marijuana products the employee/agent might handle.
- (r) How the Applicant will provide for disposal and segregated storage of any medical marijuana or product that is outdated, damaged, deteriorated, misbranded, or adulterated.
- (s) How the packaging and labeling of medical marijuana finished products will be in compliance with all applicable Regulations.
- (t) How a package of medical marijuana finished product will bear any allergen warning required by law.
- (u) How the Applicant will assure that a package of medical marijuana finished product does not bear any resemblance to the trademarked, characteristic, or product-specialized packaging of any commercially available candy, snack, baked good, or beverage.
- (v) How the Applicant will assure that a package of medical marijuana finished product does not bear any statement, artwork, or design that could mislead any person to believe that the package contains anything other than a medical marijuana finished product.
- (w) How the Applicant will assure that a package of medical marijuana finished product does not bear any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children.
- (x) How the Applicant will ensure compliance with state and federal health and safety protocols, requirements and guidance with respect to the COVID-19 health pandemic.

Updated to 7/16/2020

Exhibit E Signature page

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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EXHIBIT E

OPERATIONS MANUAL

❖ Patient intake and identification checks, patient education, patient feedback/product selection, any other proposed services to be provided at the Compassion Center

The Applicant understands the necessity of safeguarding and keeping confidential patient personal identifying information including the medical condition of a patient and sales information. The protection and control of personal documents is necessary to guard the safety and privacy of patients. As a result, the Applicant has developed stringent operating protocols that will ensure the proper handling of personal information. Our Information Privacy & Security Plan been drafted to exceed the compliance requirements of the Regulations. The Applicant's ability to comply with and surpass the requirements for the maintenance confidentiality of a qualifying patient's medical condition, health status, and purchase of medical cannabis products relies on: 1) the proficiency of our team, 2) a comprehensive privacy plan, and 3) a rigorous audit and compliance program.

EXPERTISE

The Applicant has recruited a talented management and ownership group and knowledgeable team of advisors. These experts have a wide range of experience handling confidential information including medical, financial and legal records.

PROTOCOLS

While the Applicant is not a covered entity, we will implement confidentiality policies and procedures based on the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Our Chief Operating Officer will be responsible for oversight of these procedures while our Chief Compliance Officer will ensure our protocols comply with the Regulations. Employee training is essential to protect confidential records held by the Applicant. We will implement an extensive employee development program intended to enhance our employees' skills and qualifications. With respect to confidentiality, all employees will receive introductory training upon hire by the General Manager of the facility. This initial training will cover a wide range of topics. All employee training, initial and ongoing, will require a skills assessment to ensure a satisfactory level of understanding before the training is considered complete. Ongoing training will be provided on an annual basis or as needed for reinforcement. Employees will also be provided with and required to review the Employee Handbook, a copy of which is appended to this Exhibit E.

AUDIT AND COMPLIANCE

The Chief Compliance Officer is responsible for the implementation and maintenance of an ongoing internal audit program featuring both unannounced and random, as well as regularly scheduled audits. Electronic data, paper records, CCTV recordings and employee interviews will be used to audit adherence to our privacy policies and procedures and Department regulations. Detailed protocols for corrective measures will be followed for any findings of noncompliance.

SECTION 1:

RESPONSIBILITIES

I. Privacy Officer

The General Manager will be the Privacy Officer for the Applicant. The Privacy Officer will be responsible for the development and implementation of policies and procedures relating to privacy, including but not limited to this Privacy Policy and the Applicant's use and disclosure procedures. The Privacy Officer will also serve as the contact person for Patients who have questions, concerns, or complaints about the privacy of their PI.

II. Incident Response Team

The Incident Response Team is comprised of the COO, Chief Compliance Officer and additional members deemed appropriate on an ad hoc basis in the reasonable judgment of the Privacy Officer. In the event of a security incident results in a wrongful disclosure of PI, the Privacy Officer, in conjunction with the Incident Response Team will take appropriate actions to prevent further inappropriate disclosures. In addition, Human Resources and Legal may be consulted as part of the review team to assist in the review and investigation of privacy incidents when required. If the Privacy Officer and Incident Response Team have not resolved the incident, the Privacy Officer shall involve anyone determined to be necessary to assist in the resolution of the incident. If Patients need to be notified of any lost/stolen PI, the Privacy Officer will send PI Theft/Loss Disclosure Letters to all possible affected individuals.

III. Workforce Training

It is the Applicant's policy to train all members of its workforce who have access to PI on its privacy policies and procedures. All staff members receive privacy training. Whenever a privacy incident has occurred, the Privacy Officer in collaboration with management will evaluate the occurrence to determine whether additional staff training is in order. Depending upon the situation, the Privacy Officer may determine that all staff

should receive training that is specific to the privacy incident. The Privacy Officer will review any privacy training developed as part of a privacy incident resolution to ensure the materials adequately address the circumstances regarding the privacy incident and reinforce the Applicant's privacy policies and procedures.

IV. Safeguards

Data Storage / Backup / Remote Access Currently all data in the local data center is backed up using industry standards with off site storage of media. The Applicant currently utilizes technology that allows the IT team to quickly remove, disable and start staff member access to PI.

V. Privacy Notice

The Privacy Officer is responsible for developing and maintaining a notice of the Applicant's privacy practices that describes: •the uses and disclosures of PI that may be made by the Applicant; •the individual's rights; and • the Applicant's legal duties with respect to the PI; The privacy notice will inform Patients that the Applicant will have access to PI. The privacy notice will also provide a description of the Applicant's complaint procedures, the name and telephone number of the contact person for further information, and the date of the notice. The notice of privacy practices will be individually delivered to all Patients: • on an ongoing basis, at the time of an individual's enrollment into a Applicant program or at the time of treatment and consent; and •within 60 days after a material change to the notice. The Applicant will also provide notice of availability of the privacy notice at least once every three years.

VI. Complaints

The Privacy Officer will be the Applicant's contact person for receiving complaints. The Privacy Officer is responsible for creating a process for individuals to lodge complaints about the Applicant's privacy procedures and for creating a system for handling such complaints. A copy of the complaint form shall be provided to any Patient upon request.

VII. Sanctions for Violations of Privacy Policy

Sanctions for using or disclosing PI in violation of this Privacy Plan will be imposed in accordance up to and including termination.

VIII. Mitigation of Inadvertent Disclosures of Protected Health Information

The Applicant shall mitigate, to the extent possible, any harmful effects that become known to it because of a use or disclosure of a Patient's PI in violation of the policies and procedures set forth in this Plan. As a result, if an employee becomes aware of a disclosure of protected health information, either by a staff member of the Applicant

or an outside consultant/contractor that is not in compliance with this Policy immediately contact the Privacy Officer so that the appropriate steps to mitigate the harm to the Patient can be taken.

IX. No Intimidating or Retaliatory Acts; No Waiver of Privacy

No employee may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against individuals for exercising their rights, filing a complaint, participating in an investigation, or opposing any improper practice. No individual shall be required to waive his or her privacy rights as a condition of service.

X. Plan Document

The Plan document includes provisions to describe the permitted and required uses and disclosures of PI by the Applicant. Specifically, the Plan document requires the Applicant to:

- Not use or further disclose PI other than as permitted by the Plan documents or as required by law;
- Ensure that any agents or subcontractors to whom it provides PI received from the Applicant agree to the same restrictions and conditions that apply to the Applicant;
- Report to the Privacy Officer any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- Make PI available to Patients, consider their amendments and, upon request, provide them with an accounting of PI disclosures; and
- Make the Applicant's internal practices and records relating to the use and disclosure of PI received by the Applicant available to the Department of Health upon request.

XI. Documentation

The Applicant's privacy policies and procedures shall be documented and maintained for at least seven years. Policies and procedures must be changed as necessary or appropriate to comply with changes in the law, standards, requirements and implementation specifications (including changes and modifications in regulations). Any changes to policies or procedures must be promptly documented. If a change in law impacts the privacy notice, the privacy policy must promptly be revised and made available. Such change is effective only with respect to PI created or received after the effective date of the notice. The Applicant shall document certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights. The documentation of any policies and procedures, actions, activities and designations may be maintained in either written or electronic form.

Incident Report

The Applicant has developed an Incident Report form. This form is used to document reports of privacy breaches that have been referred to the Privacy Officer from staff members who have reviewed or received the suspected incident. After receiving the Incident Report form from staff members, the Privacy Officer classifies the incident and its severity and analyzes the situation. Documentation shall be retained by the Applicant for a minimum of six years from the date of the reported incident. If the Privacy Officer is able to resolve the incident, the Privacy Officer shall also document the actions taken to resolve the issue in the Incident Report form.

XII. Electronic Sales Records

Just like paper records, Electronic Sales Records must comply with state laws. Unlike paper records, electronic sales records can be encrypted - using technology that makes them unreadable to anyone other than an authorized user - and security access parameters are set so that only authorized individuals can view them. Further, ESRs offer the added security of an electronic tracking system that provides an accounting history of when records have been accessed and who accessed them.

XIII. Access Authorization

The Applicant will grant access to PI based on their job functions and responsibilities. The Privacy Officer in collaboration with IT and senior management is responsible for the determination of which individuals require access to PI and what level of access they require through discussions with the individual's manager and or department head. The IT department will keep a record of authorized users and the rights that they have been granted with respect to PI. IT keeps a comprehensive matrix of how and to whom rights are granted.

SECTION 2: USE AND DISCLOSURE OF PI

XIV. Use and Disclosure Defined

The Applicant will use and disclose PI only as permitted under law. The terms "use" and "disclosure" are defined as follows:

- Use. The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the Applicant, or by a Business Associate of the Applicant.
- Disclosure. For information that is protected health information, disclosure means any release, transfer, provision of access to, or divulging in any other manner of individually

identifiable health information to persons not employed by or working within the Applicant with a business need to know PI.

XV. Access to PI Is Limited to Certain Employees

All staff that performs Patient functions directly on behalf of the Applicant will have access to PI as determined by their department and job description and as granted by IT. These employees with access may use and disclose PI as required under law but the PI disclosed must be limited to the minimum amount necessary to perform the job function. Employees with access may not disclose PI unless an approved compliant authorization is in place or the disclosure otherwise is in compliance with this Plan. Staff members may not access either through our information systems or the Patient's sale record the medical and/or demographic information for themselves, family members, friends, staff members or other individuals for personal or other non-work related purposes, even if written or oral Patient authorization has been given. If the staff member is a Patient in the Applicant's plans, the staff member must go through their Provider in order to request their own PI. In the very rare circumstance when a staff member's job requires him/her to access and/or copy the medical information of a family member, a staff member, or other personally known individual, then he/she should immediately report the situation to his/her manager who will determine whether to assign a different staff member to complete the task involving the specific Patient. Your access to your own PI must be based on the same procedures available to other Patients not based on your job-related access to our information systems. You must make a written request to the Privacy Officer. You cannot access your own information; you must go through all the appropriate channels, as any Patient would have to.

XVI. Disclosures of PI Pursuant to an Authorization

PI may be disclosed for any purpose if the Patient provides an authorization that satisfies all of the Applicant's requirements for a valid authorization. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.

XVII. Permissive Disclosures of PI: for Legal and Public Policy Purposes

PI may be disclosed in the following situations without a Patient's authorization, when approved by the Department of Health and when specific requirements are satisfied. The Applicant's use and disclosure procedures describe specific requirements that must be met before these types of disclosures may be made. Permitted are disclosures:

- About victims-of abuse, neglect or domestic violence;
- For judicial and administrative proceedings;
- For law enforcement purposes;
- For public health activities;

- For health oversight activities;
 - About decedents;
 - for cadaver organ, eye or tissue donation purposes;
 - For certain limited research purposes;
 - to avert a serious threat to health or safety;
 - For specialized government functions;
- And • that relate to workers' compensation programs.

XX. Complying With the "Minimum-Necessary" Standard

When PI is used or disclosed, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the use or disclosure. The "minimum-necessary" standard does not apply to any of the following:

- uses or disclosures made to the individual;
- uses or disclosures made pursuant to a valid authorization; and
- uses or disclosures required by law.

Minimum Necessary When Disclosing PI. For making disclosures of PI to any business associate or providers, or internal/external auditing purposes, only the minimum necessary amount of information will be disclosed. All other disclosures must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of information disclosed is the minimum necessary to accomplish the purpose of the disclosure.

Minimum Necessary When Requesting PI. For making requests for disclosure of PI from business associates, providers or Patients for purposes of claims payment/adjudication or internal/external auditing purposes, only the minimum necessary amount of information will be requested. All other requests must be reviewed on an individual basis with the Privacy Officer to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of the disclosure.

SECTION 3: PATIENT INDIVIDUAL RIGHTS

I. Access to Protected Health Information and Requests for Amendment

This Plan gives Patients the right to access and obtain copies of their PI that the Applicant or its business associates maintains. The Applicant also provides that Patients may request to have their PI amended (excluding sale records). The Applicant will provide access to PI and it will consider requests for amendment that are submitted in writing by Patients.

II. Accounting

An individual has the right to obtain an accounting of certain disclosures of his or her own PI. This right to an accounting extends to disclosures made in the last six years, other than disclosures: • to individuals about their own PI; • incident to an otherwise permitted use or disclosure or pursuant to an authorization; • for purposes of creation of a facility directory or to persons involved in the Patient's care or other notification purposes; • as part of a limited data set; or • for other national security or law enforcement purposes. The Applicant shall respond to an accounting request within 60 days. If the Applicant is unable to provide the accounting within 60 days, it may extend the period by 30 days, provided that it gives the Patient notice (including the reason for the delay and the date the information will be provided) within the original 60-day period. The accounting must include the date of the disclosure, the name of the receiving party, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any). The first accounting in any 12-month period shall be provided free of charge. The Privacy Officer may impose reasonable production and mailing costs for subsequent accountings. The Privacy Officer is responsible for responding to a request for Accounting.

III. Requests for Alternative Communication Means or Locations

Patients may request to receive communications regarding their PI by alternative means or at alternative locations. For example, Patients may ask to be called only at work rather than at home. Such requests may be honored if, in the sole discretion of the Applicant, the requests are reasonable. However, the Applicant shall accommodate such a request if the Patient clearly provides information that the disclosure of all or part of that information could endanger the Patient. The Privacy Officer in collaboration with managers has responsibility for administering requests for confidential communications.

IV. Requests for Restrictions on Uses and Disclosures of Protected Health Information

A Patient may request restrictions on the use and disclosure of the Patient's PI. It is the Applicant's policy to attempt to honor such requests if, in the sole discretion of the Applicant, the requests are reasonable. The Privacy Officer is charged with responsibility for processing requests for restrictions.

V. When a Patient Requests a Copy of his/her Record

A Patient can request a copy of his/her sale record by completing a Request for Accessing / Inspecting / Copying Confidential Information form and submitting it. The Privacy Officer must process and respond to the request. Patients can request this form from the dispensary.

The Applicant will take reasonable steps and exercise professional judgment to verify the identity of the individual making a request for access to his/her own PI. a) If the request is made in person, verification of identity may be accomplished by asking for photo identification (such as a driver's license). A copy of the I.D. must be attached to the request and placed in the Patients record. b) If the request is made over the telephone, verification will be accomplished by requesting identifying information such as social security number, birth date, and sale record number and confirming that this information matches what is in the Patient's record. Or, verification will occur through a callback process using phone numbers documented in the Patient record to validate the caller's identity. c) If the request is made in writing, verification will be accomplished by requesting a photocopy of photo identification if a photocopy of the ID is not available, the signature on the written request must be compared with the signature in the Patient record. In addition, the Applicant will need to verify the validity of the written request by contacting the Patient by telephone

VI. PI BREACH REPORTING

The purpose of this section is to address the Applicant's privacy requirements for reporting, documenting, and investigating a known or suspected action or adverse event resulting from unauthorized use or disclosure of individually identifiable health information.

A privacy breach is an adverse event or action that is unplanned, unusual, and unwanted that happens as a result of non-compliance with the privacy policies and procedures of the Applicant. A privacy breach must pertain to the unauthorized use or disclosure of health information, including 'accidental disclosures' such as misdirected e-mails or faxes. The Privacy Officer shall immediately notify the Department of Health, investigate and attempt to resolve all reported suspected privacy breaches. Staff members are required to verbally report to his/her supervisor any event or circumstance that is believed to be an inappropriate use or disclosure of a Patient PI. If the supervisor is unavailable, the staff member must notify the Privacy Officer within 24 hours of the incident. If the manager determines that further review is required, the manager and staff member will consult with the Privacy Officer to determine whether the suspected incident warrants further investigation. In all cases and Incident Report must be filled out and submitted to the appropriate reviewer. The Privacy Officer will document all privacy incidents and corrective actions taken. Documentation shall include a description of corrective actions, if any are necessary, or explanation of why corrective actions are not needed, and any mitigation undertaken for each specific privacy incident. All documentation of a privacy breach shall be maintained with the Privacy Officer and shall be retained for at least six years from the date of the investigation. Such documentation is not considered part of the Patient's sales record. If the Patient is not aware of a privacy incident, the Privacy Officer shall investigate the incident thoroughly before determining whether the Patient should be informed. If the Patient is aware of a privacy incident, the Privacy Officer shall contact the Patient within three (3) business days of receiving notice of the incident. The method of contact is at the discretion of the Privacy Officer, but

resulting communications with the Patient must be documented in the incident report. In addition, any privacy incident that includes a disclosure for which an accounting is required must be documented and entered into accounting. Staffs who fail to report known PI/security incidents, or fail to report them promptly, may be subject to disciplinary action up to termination.

I. Breach Notification Requirements

Following a breach of unsecured protected health information; covered entities must provide notification of the breach to affected individuals if necessary and in certain circumstances, to the media. In addition, business associates must notify covered entities that a breach has occurred.

•Individual Notice

The Applicant must notify affected individuals following the discovery of a breach of unsecured protected information in written form by first-class mail, or alternatively, by e-mail if the affected individual has agreed to receive such notices electronically. If the Applicant has insufficient or out-of-date contact information for 10 or more individuals, the Applicant must provide substitute individual notice by either posting the notice on the home page of its web site or by providing the notice in major print or broadcast media where the affected individuals likely reside. If the Applicant has insufficient or out-of-date contact information for fewer than 10 individuals, the Applicant may provide substitute notice by an alternative form of written, telephone, or other means. These individual notifications must be provided without unreasonable delay and in no case later than 60 days following the discovery of a breach and must include, to the extent possible, a description of the breach, a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what the Applicant is doing to investigate the breach, mitigate the harm, and prevent further breaches, as well as contact information for the Applicant. Additionally, for substitute notice provided via web posting or major print or broadcast media, the notification must include a toll-free number for individuals to contact the Applicant to determine if their protected health information was involved in the breach.

•Notice to the Department

In addition to notifying affected individuals and the media (where appropriate), the Applicant must notify the Department of Health of breaches of the security of protected information, as well as the Department of Business Regulation.

II. Complaint/Concerns Reporting

Concerns about the Applicant's privacy practices may arise in a variety of contexts and may be received by many different persons at the Applicant. It is important that the Applicant responds to concerns and complaints in a timely manner. When a staff member hears or receives a complaint/concern, he/she should ask the complainant

whether or not the complainant wishes to file a formal complaint and offer to assist the complainant with the form. Even if the person does not wish to file a complaint or provide identifying information, the staff member should proceed with the procedures outlined below.

Filing a Complaint

Patient's complaints of alleged privacy rights violations may be forwarded through multiple channels, such as telephone calls, letter via mail/email, in person. If an employee receives these complaints, the person receiving the complaint will:

- In response to a Telephone Call or In-Person Request to File a Complaint – Complete the Privacy Complaint Form and immediately forward to the Privacy Officer. Offer to forward a copy of the complaint form to the complainant.
- In response to a Letter or Email (print out) – Complete the Privacy Complaint Form and immediately forward to the Privacy Officer. Attach the written complaint to the complaint form.
- In response to an Anonymous Complaint– Complete the Privacy Complaint Form based on the information provided and immediately forward to the Privacy Officer. When possible, explain to the complainant that the Applicant has an obligation to follow up on complaints whether or not they are anonymously filed.

Staff Members – Call the Privacy Officer. Staff members may also complete the Privacy Complaint Form and forward to the Privacy Officer. Staff members can also fill out the complaint form and put it in the Privacy Officers mail box. Upon receipt of a complaint, the Privacy Officer will initiate primary investigation.

- Initial review – All complaints will be initially reviewed by the Privacy Officer or his/her designee to determine if the complaint alleges a violation of established policies and procedures or other known regulations regarding the protection of individually identifiable health information. If there is no legitimate allegation, the Privacy Officer will, when possible, contact the Complainant by letter and inform him/her of this finding within 60 days. All documentation will be maintained as prescribed in this policy.
- Complaints requiring further review – If there is a legitimate allegation, the Privacy Officer or his/her designee will conduct a detailed investigation by reviewing the covered practices, contacting employees, or volunteers as needed, working with the Department (as applicable), and utilizing other Applicant resources as needed.

Upon conclusion of the investigation, the Privacy Officer will, when possible, contact the Complainant by letter and inform him/her of the finding within 60 days.

- a) 60-day time frame – In the event that this 60-day period cannot be met, the Privacy Officer shall, when possible, communicate this determination to the Complainant in writing and include an estimated timeframe for completion of the investigation.
- b) Outcome of Investigation - The purpose of the investigation is to determine the compliance of the Applicant's policies and procedures implementing the privacy standards. The Applicant will mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of PI in violation of the Applicant's policies and procedures or legal privacy requirements by the Applicant or any of its Business Associates. In the event that disciplinary action is recommended, the Privacy Officer or his/her designee will coordinate any action with management.
- c) Documentation - All complaints sent to the Privacy Officer shall be documented in a format that includes all of the information contained on the Privacy Complaint Form. The Privacy Officer will maintain all completed complaints' documentation for six years from the initial date of the complaint.

Summary Guidelines for Safeguarding the Privacy of Protected Information

These are guidelines centered on how to safeguard health information and ensure confidentiality when using normal business communications, such as conversations, telephone, faxes, mail, and electronic mail. Wherever practical, the material containing Protected Information (PI) should be labeled as confidential on the document, CD, or other medium. PI maintained electronically should be password-protected in all media. Also when using and disclosing PI, you must take reasonable measures to ensure the information is protected. Below are simple safeguarding tasks that should be used when communicating in a work environment that necessitates access to and use and disclosure of PI. Remember to limit your communications of PI to the minimum necessary for the intended purpose. Restrict your communications to those who have a valid "need to know" the information. If you have questions about these safeguards and how to protect PI communications, please discuss them with your supervisor.

SUMMARY NOTICE OF PRIVACY PRACTICES

THIS IS A SUMMARY OF OUR NOTICE OF PRIVACY PRACTICES, WHICH DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Our pledge to protect your privacy:

The Applicant is committed to protecting the privacy of your information. Your information is recorded in a patient management system, Department of Health system and our sales records. We will not use or disclose your information for any purpose without your permission unless required to do by law.

Patient Rights - You have the following rights regarding your information:

- To request to inspect and obtain a copy of your records, subject to certain limited exceptions;
- To request to add an addendum to or correct your records;
- To request an accounting of disclosures of your information;
- To request restrictions on certain uses or disclosures of your information;
- To request that we communicate with you in a certain way or at a certain location;
- And to receive a copy of the full version of our Notice of Privacy Practices. We may use and disclose information about you for the following purposes:
- To provide you with services;
- For functions necessary to operate the dispensary and assure that our Patients receive quality care;
- and as required or permitted by law.

There are additional situations where we may disclose medical information about you without your authorization,:

- For workers' compensation or similar programs;
- For public health activities (e.g., reporting adverse reactions);
- To a health oversight agency, such as the Department of Health;
- In response to a court or administrative order, subpoena, warrant or similar process;
- To law enforcement officials in certain limited circumstances; • to a coroner, medical examiner or funeral director; and
- To organizations that handle organ, eye, or tissue procurement or transplantation.

Our Notice may be revised or updated from time to time. Please see our full Notice of Privacy Practices for a more detailed description of our privacy practices, your rights regarding your information, and pertinent contact information. For further information about the full Notice of Privacy Practices, please contact: our Privacy Officer at (XXX) XXX-XXXX. A complete version of this notice is available on our website at WWW.XXXXXXX.XXX

ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY NOTICE OF PRIVACY PRACTICES

Our Notice of Privacy Practices provides information about how we may use and disclose protected information about you. The notice contains Patient rights section describing your rights under the law.

You have the right to review our Notice before signing this Consent. The terms of our Notice may change. If we change our Notice, you may obtain a revised copy by contacting our office. You have the right to request that we restrict how protected information about you is used or disclosed for operations. We are not required to agree to this restriction, but if we do, we shall honor that agreement.

By signing this form you consent to our use and disclosure of protected information about you for operations. You have the right to revoke the Consent in writing, signed by you. However, such a revocation shall not affect any disclosures we have already made in reliance on your prior Consent.

The Patient understands that:

- Protected information may be disclosed or used for operations.
- The Applicant has a Notice of Privacy Practices and that the Patient has the opportunity to review this notice.
- The Applicant reserves the right to change the Notice of Privacy Practices.
- The Patient has the right to request restrictions to the uses of their information but the Applicant does not have to agree to those restrictions.
- The Patient may revoke this Consent in writing at any time and full disclosures will then cease.
- The Applicant may condition sales upon the execution of this consent.

I have received a copy of the Summary Notice of Privacy Practices. I understand that I may also request a copy of the complete Notice of Privacy Practices if I so desire.

Name of Patient (print)

Signature of Patient Date

Patient counseling, outreach and education

Our agents serve to answer inquiries about dosage recommendations and known effects of medicine provided in the dispensary as well as credible knowledge otherwise obtained from reliable sources. Further, patients work to research and record those forms of medicine that prove most effective in meeting their individual desires and expectations.

The symbiotic relationship between those with informed questions and those with informed answers helps elevate the greater understanding of a cannabis community. The patient's efforts in understanding the way cannabis impacts their body is a contribution to the education of the general population when they disseminate their knowledge to friends and family. Our goal is to help every patient. Thus, our staff is well trained on cannabis as medicine and will offer courses, instruction and consultation to any patient that wishes.

Information About Cannabis as Medicine

The cannabis plant originates from Central Asia and grows in several different species, each varying in physical appearance and compositional attributes. Cannabis sativa and Cannabis indica are the two prominent species of cannabis cultivated for the effects that result from their consumption. Humans have utilized the medicinal properties of the cannabis plant for thousands of years, and the consumption of cannabis by humans historically pre-dates the majority of our species' greatest advancements.

Cannabis is one of the oldest psychotropic drugs known to humanity. Non-psychoactive variations of the cannabis plant, referred to as industrial hemp, have similarly been harvested for centuries, valuable for fibrous stalks that can be used to efficiently produce products like paper, textiles, rope and building material; nutrient-rich seeds used for food and fuel oil; and processed for medicinal components including its high- CBD content.

Today, however, cannabis is considered illegal in most parts of the world. The Federal government of the United States does not recognize the medicinal benefits of cannabis, even despite the growing number of states that have legalized cannabis for medicinal use and/or recreational use. Over the past 18 years, nearly half of the states in our country have passed laws allowing for the legal consumption of cannabis.

After more than a century of cannabis prohibition in the U.S., individuals throughout are regaining access to one of the oldest medicines and using it to manage an extensive range of modern-day physical ailments. Ingestion Medicinal cannabis is ingested through a number of different methods. Most commonly, the dried flowers (buds) or extracted resin glands (hashish) of the cannabis plant are smoked or vaporized. Cannabis can also be consumed through infused foods, beverages, capsules and sublingual tablets. Cannabis can be topically applied through creams, salves, balms and transdermal patches that are infused with activated cannabinoid extracts.

The natural chemical constituents of the cannabis plant are called cannabinoids, and the human body is equipped with an entire network of cannabinoid receptors,

referred to as the endocannabinoid system. Scientists have isolated 85 different cannabinoids from the plant, and both psychoactive and non-psychoactive cannabinoids are associated with positive health benefits. THC (delta-9- tetrahydrocannabinol) was the first-identified cannabinoid and is best known for its psychoactive effects. Other cannabinoids like CBD (Cannabidiol) are non-psychoactive, though CBD does share many therapeutic qualities with THC. CBD has been known to relieve convulsions, inflammation, anxiety and nausea.

The psychological and physiological effects of cannabis have been extensively characterized, including euphoria, pain relief, sedation, memory and cognitive impairment, appetite stimulation, and nausea treatment. Different varieties of cannabis are called strains, with each strain presenting different cannabinoid profiles and thus each offering different physiological effects. Most cannabis strains cultivated and sold for medical use are pure indicas, pure sativas or quantified hybrids.

The medicinal effects of cannabis use are known to benefit individuals suffering from a number of life altering medical conditions that vary in severity. While the anti-emetic (anti-nausea) and/or appetite-stimulating effects of cannabis are becoming common knowledge in our society, recent research has explored in-depth the use of cannabis in the treatment of cancer, Multiple Sclerosis, chronic pain, arthritis, gastrointestinal disorders, movement disorders, HIV/AIDS, and conditions related to aging. Establishing an efficient treatment regime with cannabis requires that users keep a recorded log of their experience and relationship with cannabis consumption. Following symptom patterns, treatment behaviors, efficacy and side effects of cannabis medicines will help patients and doctors make the most beneficial treatment decisions.

Smoking and Vaporizing Inhalation is the most common method of cannabis consumption. The flowers of the female cannabis plant are dried, combusted and inhaled in several forms including pipes, bongs, and rolled cigarettes. Similar to smoking, dried cannabis flowers can alternately be vaporized, frequently to avoid inhaling irritants or potential carcinogens. Vaporizing devices are available in many forms that run a gamut ranging from tabletop models to portable vaporizer pens. While vaporizing, dried cannabis flowers are typically heated to a temperature between 180-190°C to suppress respiratory toxins while administering medicinal vapor comprised of activated cannabinoids. Smoking and vaporizing offer immediate and fast-acting effects, but presents a complication in its potential to cause bronchial irritation. Despite common misconceptions, holding smoke does not increase the effects. Studies show that 95% of the THC is absorbed in the first few seconds of inhaling.

Oral Forms of Cannabis

A popular alternative to cannabis inhalation; cannabis-infused foods and beverages (commonly referred to as “edibles”) offer patients a method of medicating that does not require the use of lungs. Patients with respiratory issues or supplemental oxygen dependence frequently turn to edibles if smoking or vaporizing is not an available option. While our mainstream culture views the act of smoking as an unattractive habit, oral

cannabis consumption provides a more discreet method of medicating. The essential process of heating cannabis to activate cannabinoids for their effects to be felt through oral consumption is called Decarboxylation. Heating cannabis in an oven has been shown as an effective method of successful decarboxylation and activation of beneficial cannabinoids. Olive oil, coconut oil, butter, and honey are examples of compatible extraction solvents that bond well when heated with cannabinoids. Such medicated ingredients provide an array of options for the construction of therapeutic meals.

Edibles and Dosing

Edibles are an important part of the patient regime with respect to the administration of cannabis for health needs as many patients do not wish to inhale smoke. However, there are some particular aspects of edibles that one needs to be aware so as to select the appropriate product. Generally speaking, an edible will have a delayed onset. This is due to the slow absorption rate of cannabinoids through the tissues of the digestive tract and also the first pass through the liver that serves to detoxify and degrade the cannabinoids. Therefore, an overall higher dose is required as compared to an inhaled dose. However, there is a much longer duration of effectiveness allowing the patient to medicate less frequently than if the cannabis was smoked. The water-insoluble cannabinoids are emulsified, so crossing into blood/brain barrier and absorption into the body is much faster. A final consideration when choosing edibles is to be certain that it is chewed for a longer time than non-medicated foods, as there can be appreciable absorption through the tissue in the mouth and into the bloodstream. This avoids the first pass liver detoxification and makes for a more therapeutic response. The amount of cannabis consumed in a given time period will influence a patient's experience. Evaluating the proper dosage of cannabis needed to treat a patient's medical condition requires patients monitoring the effects of low-dose edibles and slowly increase the dosage until the optimal effects are eventually achieved. The difference in effect between inhaling and eating cannabis are substantial. Edibles allow for slower absorption of cannabinoids, as the digestive process causes a variation of THC to metabolize in the liver and produce different effects than those caused by inhaling cannabis.

Capsules and Sublinguals.

Much like edibles, hash oil capsules and sublingual tablets infused with activated cannabinoids present an ingestion alternative to smoking. These are also viable alternatives to the consumption of edible treats super-saturated with sugar and fats. The popularity of overly sugary dessert-type cannabis snacks has led some nutritionally-conscious edibles producers to craft cannabis-infused health food, like medicated granola bars and sunflower seeds.

Topicals, Balms & Salves

Cannabis can be topically applied through infused lotions, creams, balms, salves and patches. Topical cannabis applications do not induce psychoactive effects.

Cannabinoids combined with a penetrating topical cream can enter the skin and body tissues and allow for direct application to affected areas. According to an article published in the Journal of Dermatological Science, “The abundant distribution of cannabinoid receptors on skin nerve fibers and mast cells provides implications for an anti-inflammatory, anti-nociceptive action of cannabinoid receptor agonists and suggests their putatively broad therapeutic potential.” The benefits of using cannabis through topical application have been demonstrated in treating an array of skin ailments ranging from allergic reactions to inflammation and severe pain. Use of topical products with adequate THC and CBD content has been shown to provide notably beneficial pain relief and anti-inflammatory results.

Strain Differentiation

The primary effects of indica, sativa and hybrid cannabis strains vary based on the genetic and chemical composition of different plant varieties. Sativas are known to primarily influence thoughts and emotions, while indicas provide more of an impact on the physical body. Hybrids borrow traits from their parents, so their effects are most often a combination of qualities that are otherwise indica or sativa specific. Hybrids can be indica-dominant, sativa-dominant, or a 50/50 blend. Endocannabinoid systems vary by individual, which means the same cannabis strain will affect different people differently. Cannabinoid profiles vary by strain, but also by different flowers of the same plant. Sativa plants grow tall and thin. Sativa strains are optimal for daytime medicating. Their effects are most often stimulating. Sativa strains are known to inspire creativity and focus, reduce depression, relieve headaches and increase appetite. Negative side effects that can present with the use of sativa strains include paranoia and anxiety. Indicas grow short and stout. Indica strains are often used for physical pain relief and sleep-related conditions, as their sedative effects are well known. Indica strains are known to relax users, reduce seizures, reduce stress and calm muscle spasms. Notable side effects of indica use include feelings of tiredness and “fuzzy” thinking. Cannabinoid Profiles
Different cannabis strains produce different combinations of cannabinoids ratios.

Different cannabinoids impact the body in different ways. Methods of ingestion also influence the effects of different cannabinoids on the body. While THC is the most well-known cannabinoid primarily for its psychoactive effects, non-psychoactive cannabinoids are known to offer a wide range of therapeutic benefits. From the Guide to Using Cannabis published by Americans for Safe Access:

1. Cannabidiol (CBD) relieves convulsions, inflammation, anxiety, and nausea many of the same therapeutic qualities as THC but without psychoactive effects. It is the main cannabinoid in low-THC cannabis strains, and modern breeders have been developing strains with greater CBD content for medical use.

2. Cannabinol (CBN) is mildly psychoactive, decreases intraocular pressure, and seizure occurrence.

3. Cannabichromene (CBC) promotes the analgesic effects (pain relief) of THC and has sedative (calming) effects.
4. Cannabigerol (CBG) has sedative effects and antimicrobial properties, as well as lowers intraocular pressure.
5. Tetrahydrocannabivarin (THCV) is showing promise for type 2 diabetes and related metabolic disorders.
6. THCA is another cannabinoid with weak or no psychotropic effects and has been shown to exert anti-proliferative (inhibits cell growth) and antispasmodic (suppresses muscle spasms) actions. It is quickly becoming the industry standard for states to require testing of cannabis and cannabis products sold through licensed facilities.

Both mandatory and voluntary testing for contaminants ensures the safest high-quality medicine is being produced and distributed by growers and retailers. Testing for potency, residuals, terpenoids and cannabinoid content helps patients and distributors during processes of researching and recommending different products.

Patients will be provided numerous courses, via Webex or Zoom, to account for COVID-19 concerns, as well as in-person classes when safe, as to the above-referenced categories of cannabis and/or marijuana education and counseling, as well as other curriculum based upon patient request and need. Our staff's knowledge of cannabis science, cultivation and medical study, will provide us with the unique ability to keep our patients informed and medicated effectively, as well as safely. Our staff, as well as all executives, will participate in our own continuing education, to keep up with this rapid evolving area, and to be in the best position to teach our patients about new developments in their respective treatments and in cannabis generally.

❖ Overview of Point of Sale Tracking Standard Operating Procedure;

We will be utilizing a leading software system as our point-of-sale system and following the standardizing operating procedure contained below as it relates to point-of-sale:

Track and Trace.

The Applicant's inventory agents and dispensing agents will enter the following events into the track and trace system:

1. Receipt of cannabis goods from a distributor or transporter;

a. Enter the following information:

i. Distributor's name and license number;

ii. Name of licensee who transported the cannabis goods and license number;

iii. Type of cannabis goods received;

iv. Amount received, by weight or count;

v. Best-by, sell-by, or expiration date, if any, of each product received;

vi. The date of receipt of cannabis goods;

vii. The unique identifiers associated with the cannabis goods received; and

viii. Other information required elsewhere by law.

2. Sale of medical cannabis goods to a cannabis patient or qualified purchaser;

a. Enter the following information:

i. The name of the licensed dispensary employee who processed the sale;

ii. The name or a patient identification number of the medical cannabis patient or qualified purchaser who made the purchase;

iii. The date and time of the transaction;

iv. A list of all of the cannabis goods purchased, including a description of the quantity purchased;

v. The unique identifiers associated with the cannabis goods sold; and

vi. Other information required elsewhere by law.

3. Return of cannabis goods to a distributor;

a. Enter the following information:

i. Distributor's name and license number;

- ii. Name of licensee who transported the cannabis goods and license number;
- iii. Type of cannabis goods returned;
- iv. Amount received, by weight or count;
- v. Best-by, sell-by, or expiration date, if any, of each cannabis good returned;
- vi. The date of the return of medical cannabis goods;
- vii. The unique identifiers associated with the cannabis goods returned; and
- viii. Other information required elsewhere by law.

4. Destruction of cannabis goods;

- a. Enter the following information:
 - i. The name of the licensed dispensary employee who performed the destruction;
 - ii. The date and time of the destruction;
 - iii. A list of all of cannabis goods destroyed, including a description of the quantity destroyed;
 - iv. The unique identifiers associated with the cannabis goods destroyed; and
 - v. Other information required elsewhere by law.

❖ *Advertising*

The Applicant will not participate in any marketing and/or advertisement activities.

❖ *Vehicle/foot traffic impact and mitigation of community impact;*

We have developed community outreach policies and procedures for addressing community concerns. The Applicant will establish and maintain procedures for working to support our community and to resolve community concerns/ complaints about our operation.

It is the desire of the Applicant to encourage communication between our neighbors and customers, and our staff and management. It is important that individuals know the procedure for expressing concerns or dealing with complaints about our operations so that requests, questions, concerns and ideas are addressed in a positive manner and timely fashion. The purpose of these procedures is to:

- provide a structure for classifying and resolving matters in a fair, independent, economical, informal and expedient way
- set expectations for neighbors and customers about reasonable timeframes for the resolution of complaints, and
- ensure we have suitable resources for the efficient and effective management of complaints at all levels of complexity. A step-by-step outline of the procedure for handling all issues described above follows:

Informal

- Community members/customers are encouraged to express their comments and concerns directly to the Community Outreach Manager.
- The Community Outreach Manager's contact information will be posted at the store and also on our website. All contacts will be responded to within one working day, and a log will be kept by the Community Outreach Manager of all correspondence with the community.

Channels of Interaction

Correspondence can be received and replied to through a number of channels, including:

- Telephone
- Email
- Fax
- In person
- Letter

General Considerations

After correspondence from a neighbor/ customer, general considerations in dealing with the matter will include:

- Is the correspondence a complaint? If so, work to define the complaint with the neighbor/ customer so their issue can be best addressed.
- Respond to the neighbor/ patient within one working day with a response or promise of follow-up with clear dates for next communication.
- Log all correspondence with neighbors/ patients and create a report for management to review and share with staff so we can improve any deficiencies that may have been uncovered.

How to Manage the Complaint

The Applicant recognizes the importance of fully understanding the complainant's issues. Upon receiving a complaint, the Community Outreach Manager shall take reasonable steps to understand the nature of the complaint by clarifying and seeking any additional information from the complainant. We require timely resolution of complaints; however, we recognize legitimate delays in the assessment, investigation or decision making process can occur. Reasons for delays in the resolution of complaints will be promptly communicated to the complainant. Complaints can be managed through a number of processes including

- Alternative response
- Investigation
- Internal review
- A combination of any of the three

Alternative response

An alternative response might be a facilitated discussion, a face-to-face meeting, an informal discussion over the phone between the manager and the complainant or an explanation of The Applicant policy/procedure/ regulation, that results in a resolution to the complaint.

Investigation

Complaints which raise particularly challenging issues or are otherwise especially complex will be investigated. During an investigation, the Community Outreach Manager will request additional information or documentation from the complainant to more effectively address the complaint. This will be executed in a timely manner. Internal review An internal review is a systematic way of looking back on how a prior complaint management process or determination was conducted. Essentially, acceptable grounds for the conduct of an internal review include issues the complainant has with the process undertaken in the management of their complaint or decision made by the manager. The

issues or concerns the complainant has about the process are required to be specific and not global in nature. The request for an internal review should outline the grounds or reasons the complainant is dissatisfied with the complaints process or the decision made by the department. This is The Applicant's way of making sure we are responsive to our neighbors/customers.

Follow-up

After resolution of complaints, the Community Outreach Manager should follow-up with complainant within one week to determine their level of satisfaction with how their complaint was handled. These responses will be part of the records and reporting. Anonymous Complaints These matters are assessed against the same criteria as any other complaints. When assessing complaints, particular considerations include the nature and complexity of the complaint, the quantity and quality of information and the capability of a productive outcome. Staff Conduct Allegations concerning the conduct of staff will be managed in accordance with relevant human resource management policies. If corrupt conduct is suspected, consultation will occur with the General Manager for consideration and possible referral to the proper law enforcement, if warranted. Non-Compliance Allegations concerning non-compliance with financial responsibilities or with marijuana regulations will be delivered immediately to the president for further investigation. If the complaint so warrants, all of the proper authorities will be notified immediately.

Reporting

The community outreach manager shall immediately provide a report to all management staff on every complaint logged. After management review and discussion, this information will be shared with the entire team along with any procedural changes necessary as a result of the complaints. We adhere to the highest standards in the industry with regards to compliance, security, and product. Our goal is to provide excellent customer service, educate, be a good neighbor by being involved and promoting our community.

❖ *Environmental Impact Mitigation Plan*

We have also developed an environmental impact mitigation plan. The Applicant has made it one of our missions to be stewards of public health by reducing and, wherever possible, eliminating the environmental impacts of our activities. We are committed to conducting the operations of our business in an environmentally responsible and sustainable manner that treats compliance with all applicable laws and regulations as the minimum acceptable standard of care.

At the Applicant's compassion center, we will strive to be a leader in achieving environmental excellence and we will work with our employees, the community, and other stakeholders to establish core principles to achieve resource conservation, waste reduction, and sustainability overall, such as: - Compliance with all mandatory regulatory requirements.

Mandate conservation of water, energy, and other natural resources wherever possible at our facility and by any and all cultivator licensees we do business with, pursuant to state law and regulation. To accomplish this, we will engage with other local cannabis business to establish common best practices. We will also encourage our patients to recycle product packaging. Our facility's design and operation will also make use of sustainable materials, natural sunlight, eco-friendly cleaning products, and recyclable paper products and will be powered by "green" energy (subject to local availability). Energy efficient LED lighting will illuminate the premises, and all appliances will be Energy-Star rated. Smart power management software will turn off unneeded electronics after hours, and monitor total energy use.

We will implement a waste reduction and recycling program that establishes policies for the reuse, recycling, or composting of materials and supplies. To the extent permitted by state and local regulations, the Applicant will also implement a cannabis-product packaging recycling program for our patients. In addition to adhering to environmentally sustainable policies and practices internally, the Applicant, as stated above, plans on selecting contractors and vendors who demonstrate a similar commitment to sustainability and conservation. As such, the Applicant will prioritize doing business with cultivator licensees who produce their cannabis and product consistent with these practices.

❖ Neighborhood Compatibility Plan

In addition, we have developed neighborhood compatibility plan, which includes, among other things, an aesthetic compatibility requirement. The Applicant will maintain the integrity of the current location in order to prevent the dispensary from causing any negative aesthetic on the neighborhood. The goal of the Applicant is to make the location appear just like any other business and not draw unneeded attention to the proposed site. There will be no signage that will contain any logos or information that identifies, advertises, or lists the services or the products offered. This also serves to protect patients privacy rights.

We will also ensure operational compatibility. Through diligent management of daily operations, the Applicant will ensure that the dispensary will not be a nuisance to the neighbors or negatively impact the neighborhood. This will be accomplished by communicating with the neighborhood by and through the above-referenced channels and responses and working to cure any issues within the Applicant's control.

We have ensured that patient that rely upon public transportation will have access to our facility. The proposed location is approximately 225 feet from a bus stop and 50 feet from a bus stop. If selected, we will engage with a third-party or develop an in-house shuttle system from said bus stop to ensure that patients, whom may have handicaps or other mobility issues, will have access to our facility. Providing high quality medicine and access to our facility is a paramount goal and ensuring ease of transportation to our facility is a goal of the Applicant.

We will work to ensure sidewalk safety around our facility. The Applicant will manage the sidewalk with a security team to monitor cleanliness and loitering, as well as greet patients entering the dispensary. The security team will provide a highly visible presence and deterrent to potential criminal activity by ensuring only those visiting the facility are allowed entry for legitimate business. This team will be vigilant to suspicious activity on the exterior of the premises. Cleanliness is also managed constantly with checks throughout the business day.

We will strive to manager all noise from our facility or noise created as a result of our facility's presence. The Applicant will make best efforts to avoid any noise pollution from its facility and immediate surrounding areas. The Applicant will implement strict rules for the staff, patients and visitors that are entering or departing our facility. These rules include, but are not limited to:

- Restrict the volume of car stereos and/or portable sound systems while visiting the Applicant premises.
- Limiting the noise of any in-house background music that would play during business hours only.
- Warnings for unnecessary honking, tire screeching, yelling or any other noise deemed disruptive, unnecessary or a nuisance.

Odor management is another imperative component to creating a strong relationship with the neighborhood and community. All spaces within our facility that contain cannabis goods will be equipped with a carbon scrubbing filter. These filters are highly effective at eliminating odor that could be caused from the permeation of our cannabis goods. The filters will include a powerful fan that will pull the air of the room towards the filter, pulling it through carbon (a known odor eliminator), and then reintroduced into the room (scrubbing).

❖ *Packaging and labeling*

Packaging and labeling obligations and responsibilities, per the Regulations, are some of the important part of the Applicant's dispensing activities. The following constitutes are standard operating procedures and requirements so as to ensure compliance with all state law and regulation. We will be conducting are own packaging and labeling in-house to ensure that any item we retail possesses that appropriate markings and information. While we will entertain receiving cannabis and/or product from licensed cultivators packaged for retail, if so, we will have a rigorous process for ensuring all packaging and labeling requirements are met before selling any such product at our facility.

Labeling and Packaging

The Applicant's labeling and packaging practices as it relates to retail sales will comply with any and all State Law, Department of Health Regulation and/Department Regulation. This will include all packaging and labeling guidance and Medial Marijuana Program bulletins, including, but not limited to Bulletin Nos. 3, 4, 5 and 6, and any other supplementation. Different products require different labeling, per the Regulations, therefore, the Applicant will delineate below its packaging and labeling requirements for each category of product.

Flower Packaging and Labeling Requirements

All flower packaging will be opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All flower packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC; 5.) Total CBD; 6.) Weight and 7.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product and 2.) Date of the harvest batch.

All required warnings will be placed in font 1.) no smaller than size 8 font•Bolded•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.)Clearly printed in the English language. These Required Warnings on the package are:

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”•“Warning: It is unlawful to transport this product outside of Rhode Island.”•“Warning: For medical use by a registered patient only. Not for resale.”

“Warning: Smoking and Vaping is hazardous to your health.”

In addition, the OCR's Universal Symbol must be on the package in an area larger or equal to 1 inch by 1inch.

Concentrates Packaging and Device Requirements

All concentrers will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All concentrate packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Any and all cartridges and associated devices sold by the Applicant will have a consumer testing certificate that shows it is safe for its intended use. The Applicant will use one of two Rhode Island labs to meet this requirement.

Any device sold by the Applicant will have either internal or external temperature controls to prevent combustion. Any device sold will have temperature control that gives the consumer the option to change the power output on the device. Vaporizers that have this feature will display that shows the power selected. Some devices sold will have buttons that give the consumer the ability to accurately adjust the temperature upward and downward. Notwithstanding, the Applicant will sell no device with a preset temperatures outside the temperature range of between 315 to 450 degrees Fahrenheit.

Any devices sold by the Applicant will contain a heating element made of inert material, inert materials being very stable when reacting with other substances, such as glass and ceramic.

Concentrate Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) trade name(s) and license number(s) of the licensee(s) who produced the product; (2). The business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (which cannot exceed 500mg); 5.) Total CBD; 6.) Weight and 7.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2.) the processing technique or solvent(s) used to produce the product; 3.) a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to the product and 4.) Date on which the manufacturing batch was created.

All required warnings will be placed in font 1.) no smaller than size 8 font•Bolded•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial,

Helvetica and 4.)Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

“Warning: Smoking and Vaping is hazardous to your health.”

In addition, the OCR’s Universal Symbol must be on the package in an area larger or equal to 1 inch by 1inch.

Edibles Solids and Single Serving Unit

Packaging Requirements

All edibles (sold, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and re-sealable. All edibles (sold, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR. A single serving unit cannot exceed 10mg THC

Edibles Solids and Multiple Single Serving Unit

Packaging Requirements

All edibles (sold, multiple serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and re-sealable. All edibles (sold, multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR. A single serving unit cannot exceed 10mg THC within a multiple single serving units packaged together and a package of multiple single serving units cannot exceed 100 mg of thc.

Edibles Liquid and Single Serving Unit

All edibles (liquid , single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and re-sealable. All edibles (liquid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does

not contain any design, image, label or coloring that was not approved or required by the OCR. A single serving unit cannot exceed 10mg THC

Edibles Liquid and Multiple Single Serving Unit

Packaging Requirements

All edibles (liquid, multiple single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All edibles (liquid, multiple single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

A single serving unit cannot exceed 10mg THC within a multiple single serving units packaged together and a package of multiple single serving units cannot exceed 100 mg of THC. Further the package must contain a measuring device such as a measuring cap or cup.

Edibles Bundled Packages

A all bundled packages sold by the Applicant will contain more than the allowable amount of single serving units a patient/caregiver/authorized purchaser, pursuant to Section 1.14 of the Department's regulations.

All Edibles Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (single serving unit may not exceed 10 mg THC and there may be no more than 100 mg of THC per package; 5.) Total CBD; 6.) serving size; 7.) the number of servings per package; 8.) a "use By" date or expiration date and 9.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2). Net weight of the product prior to its placement in the package; 3.) a list of all ingredients used to manufacture the marijuana infused product, including identification of any major allergens contained in the produce in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004, 21

U.S.C. Section 343 (2020), specifically mil, eggs, fish, crustacean shell fish, tree nuts, peanuts, wheat and soybeans; 4.) a nutritional fact panel in accordance with 21 C.F.R. Part 101; 5.) Date on which the manufacturing batch was created; 6.) if applicable, the processing technique or solvent(2) used to produce the product; 7.) if applicable, a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to product and 8.) if a medical marijuana topical, a list of all ingredients in descending order of predominance by weight or volume as applicable and the amount recommended for use at any one time.

All required warnings will be placed in font 1.) no smaller than size 8 font•Bolded•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.)Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

In slight larger font, bolded and with priority placement "Effects of this product may be delayed by 3 or more hours.” If applicable, “For Topical Application – Do Not Eat or Smoke.”

In addition, the OCR’s Universal Symbol must be on the package in an area larger or equal to 1 inch by 1inch.

Ingestible Solid Single Serving Unit

All ingestibles (solid, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (solid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Solid Multiple Serving Unit

All ingestibles (solid, multiple serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (solid, multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Liquid Single Serving Unit

All ingestibles (liquid, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (liquid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Liquid Multiple Single Serving Unit

All ingestibles (liquid, multiple single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (liquid, single multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Bundled Packages

Any and all ingestible bundled packages sold by the Applicant will contain more than the allowable amount of single serving units a patient/caregiver/authorized purchaser, pursuant to Section 1.14 of the Department's regulations.

Ingestible Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (in font larger than 6, underlined and in red); 5.) Total CBD (in font larger than 6, underlined and in red; 6.) serving size; 7.) the number of servings per package; 8.) a "use By" date or expiration date and 9.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2). Net weight of the product prior to its placement in the package; 3.) a list of all ingredients used to manufacture the marijuana infused product, including identification of any major allergens contained in the produce in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004, 21 U.S.C. Section 343 (2020), specifically mil, eggs, fish, crustacean shell fish, tree nuts,

peanuts, wheat and soybeans; 4.) a nutritional fact panel in accordance with 21 C.F.R. Part 101; 5.) Date on which the manufacturing batch was created; 6.) if applicable, the processing technique or solvent(2) used to produce the product; 7.) if applicable, a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to product and 8.) if a medical marijuana topical, a list of all ingredients in descending order of predominance by weight or volume as applicable and the amount recommended for use at any one time.

All required warnings will be placed in font 1.) no smaller than size 8 font•Bolted•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.)Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

In slight larger font, bolted and with priority placement "Effects of this product may be delayed by 3 or more hours.” If applicable, “For Topical Application – Do Not Eat or Smoke.”

In addition, the OCR’s Universal Symbol must be on the package in an area larger or equal to 1 inch by 1inch.

The Applicant is aware that in order for a package to be considered child-resistant, the package must be tested and certified as meeting the federal standards set out in 16 CFR `700 by a qualified, third-party testing firm, two of which do business in Rhode Island. Any and all packaging for all products sold by the Applicant will be in certified Child Resistant packaging.

Exiting Packaging

Any and all purchases made at the Applicant’s facility will be placed in exiting packaging. The Exit Package is paque, of a neutral color and child resistant. The package(s) within the Exit Package containing the retail-ready medical marijuana product will comply with all labeling requirements. Each and every single serving Unit of a medical marijuana infused producr shall be marked, stamped, or otherwise imprinted with the OCR-selected universal symbol.

The symbol will be directly on at least one side of the medical marijuana infused product. The stamp will be placed in a manner to cause the universal symbol to be distinguishable and easily recognizable. The universal symbol will be centered either horizontally or vertically on each standardized serving of marijuana; and if only imprinted on one-side, the imprinted side will be on the front or most predominantly

displayed area of medical marijuana infused product. The size and width of the universal symbol will be of a size that is at least twenty-five percent (25%) of the serving's height or width, depending on if the symbol is placed horizontally or vertically, but not less than ¼ inch by ¼ inch. The following medical marijuana infused products will be stamped with the universal symbol: chocolate, soft confections, hard confections or lozenges, consolidated baked goods (e.g. cookie, brownie, cupcake, granola bar), or pressed pills and capsules.

Conformance with Supplemental Packaging Update

In accordance with Marijuana Program Bulletin 2020-8, "Rotating Warning," a d pursuant to 1.5(6)(c) of the Regulations, the Applicant will accompany all retail-ready medical marijuana products at the point of sale. The Applicant will do so by placing 1.) a sticker placed on each product at the point of sale displaying the warning; 2.) a printout on the receipt for each patient/caregiver/authorized purchaser displaying the warning; 3.) a printout at the register area where medical marijuana products are purchased which must display the designated rotating warning in text no smaller than size 20 and bolded; or 4.) a rotating warning display plan approved by DBR. The rotating scheduled that will be implemented by the Applicant is as follows:

September 2020 - November 2020

Warning: Marijuana has intoxicating effects and may be habit forming and addictive."

December 2020 - February 2021

"Warning: Do not operate a vehicle or machinery under the influence of marijuana."

March 2021 - May 2021

"Warning: Marijuana should not be used by women that are pregnant or breastfeeding."

June 2021 - August 2021

"Warning: Early and frequent cannabis use has been associated with the onset of psychosis."

❖ Complaints, Returns/refunds and Product recalls

Keeping a happy and healthy patient customer base is paramount to the Applicant. As such, we have developed specific protocols for receiving complaints from patients; dealing with returns and providing refunds and for

safety and regulatory purposes, created a comprehensive product recall program that will separate this Applicant from others, based on the rigor and intricacy of our system utilizing our inventory control software, as well as our point-of-sale system.

All agents are responsible for documenting any complaint received from another agent, another cannabis establishment, a customer or any other party in the Complaint Log, which will be established and maintained by the Agent-in-Charge. An agent will receive a complaint in person, by phone or email. The agent receiving the complaint will notify the appropriate Manager immediately. All agents will be trained by their Manager to handle complaints including verbal de-escalation techniques and investigative questioning.

Complaint Classification

All complaints will be categorized by the Manager as a product complaint or other complaint. Other complaints will include but are not limited to neighborhood-related issues, service related issues, agent-related issues or other operational related issues.

The General Manager must respond to any complainant relating any issue other than product related issues within twenty-four hours. If the Manager cannot fully resolve the issue, the Manager must be notified, and the Manager shall determine the appropriate course of action. It is Applicant policy to make a good faith effort to resolve any complaint, whether legitimate or frivolous whenever possible.

Investigation of a Product Complaint

Once notification of a product complaint has been received, it is the responsibility of the manager in coordination with the acting Agent-in-Charge to begin accurate and detailed documentation and product tracking via our seed-to-sale tracking software system and inventory control management system. The manager will gather information from the complainant about the nature of the product complaint and assemble the agents or experts needed to conduct a product complaint investigation including the quality control team (“QCT”).

To conduct a thorough investigation into the complaint, one must first determine the nature and potential causes of the problem and any other product(s) that will potentially be affected by inventory tracking features of the electronic seed-to-sale tracking software system and inventory control management system. The Manager will enter all information into the Complaint Log and determine the appropriate action and document all actions taken. Potential actions that could be taken would be Product Recall (a food safety or health risk due to physical, chemical, biological or immunological contamination), a Product Withdrawal (a quality related issue with the affected product(s) or No Corrective Actions may be taken, meaning it was an isolated incident with the affected product(s).

The Chief Operating Officer will implement and maintain a team responsible for executing a withdrawal or recall event. The team is responsible for coordinating all aspects of a withdrawal or product recall. A Recall Coordinator will be appointed by the General Manager, who will assign a manager and establish a recall team. Together the team will assist the recall coordinator in the event of withdrawal or recall event in accordance with the procedures in this plan. All agents will ensure that all procedures are carried out effectively and efficiently. The manager will ensure the team receives appropriate training utilizing mock withdrawal and recall procedures semi-annually so that they understand their responsibilities. The withdrawal and recall team list will be updated quarterly by the Agent-in-Charge to ensure all names, contact phone numbers and responsibilities of agents and alternates are updated.

Withdrawal and Recall

All withdrawal and recall activities will be overseen by a manager. The withdrawal and recall team will be assembled by a manager, ensuring adequate resources are available for the severity of the issue. The team will:

1. Gather all information collected in the tracking process;
2. Detain and segregate in the quarantined storage area, all products to be withdrawn or recalled which are in the control of Applicant;
3. Adhere a “DO NOT DISTRIBUTE” sign on all containers storing affected products and complete the Withdrawal and Recall Log component of the Incident Log;
4. Securely send an electronic Notification of Recall to the Cultivator licensee that the Applicant received the cannabis or product from and follow up with said cultivator licensee via phone;
5. Notify the Department of Health and Department of Business Regulation immediately;
6. Ensure the following information is accurately documented:
7. Name and batch number of the withdraw/recalled product(s);
8. Production date(s) of the withdraw/recalled product(s);
9. Reason for the withdrawal/recall;
10. Quantity of withdrawn/recalled product(s) distributed;
11. Quantity of withdrawn/recalled product(s) in inventory;

- 12.Cultivator Licensee that cultivated or manufactured product;
- 13.Coordinate and monitor the recovery of all affected product(s);
- 14.All recalled products in the inventory of licensed dispensaries will be destroyed by the Applicant in accordance with the waste disposal requirements set forth by the Department .
- 15.The cultivation facility will need documentation of destruction and disposal from the Dispensary and amount of cannabis disposed of.
- 16.All recalled products sold to patients will be returned to the facility that sold the product and then destroyed by the Applicant.
- 17.The cultivation facility will need documentation of customer recall, destruction of recalled product and amount destroyed,
- 18.The cultivation facility will issue a credit for any amount the dispensary had to credit to customers who received affected product.
- 19.Conduct a reconciliation of the total quantity of recalled product and affected product in cultivation center seed-to-sale tracking software system and inventory control management system and destroyed by the dispensary against the total quantity produced;
- 20.Allow collection of random samples of recalled product(s) by an independent laboratory for testing as appropriate; and
- 21.Collect testing results and discuss the results and corrective actions that will be required with the Department, as well as the cultivator licensee that cultivated or otherwise manufactured the product. Please note the Applicant will not be cultivating or manufacturing any cannabis and/or product, we will solely serve as a storage, packaging, labeling and retail house with counseling and programs for patients.

Disposal

All recalled or withdrawn products in the facility's inventory will be disposed of in accordance with the company's waste SOPs. The department managers and Quality Control Department will assure that all security, storage, recordkeeping, reporting, and disposal procedure requirements pertaining to the disposal of cannabis waste are fulfilled. Our disposal SOP is addressed in the subject Application in greater detail.

Traceback/Product Recall process.

The Traceback/Product Recall Coordinator will include in these notations the time and date of each event to aid in the preparation of a final report and measure the effectiveness

and timeliness of the response. These facts and related information will include the product type and label, product codes, type of defect or health hazard, location(s) involved, invoice numbers, the customer(s) involved, number of people affected and their condition. The Traceback/Product Recall Coordinator will also obtain the name, agency/customer and phone numbers of the person making the notification. If the notification is coming from the FDA or the Department of Health, it is important to determine the status of the investigation. Owing to the perishable nature of some products, by the time a state or federal investigation of food safety mobilizes, the product may have moved through the distribution system and been consumed. This situation obviates a product recall but merits swift action to assist the governmental agency in their investigation, so that the cause of the health hazard can be identified and, if found to be a Applicant problem, corrected immediately.

The Traceback/Product Recall Coordinator will inquire as to whether other products are being investigated as a source of the health hazard and if other companies have been contacted. Often in the initial stages of a food safety investigation, more than one potential source is under consideration. Regardless of the nature of the potential health hazard (physical, chemical or biological), the notification that a potentially widespread health hazard exists and is a concern to the FDA, State Health Department or a patient, will trigger an internal investigation by Applicant 's Traceback/Product Recall Team. The steps for this phase include: 1.Outline of the facts and circumstances related to the potential health hazard;2.Record product codes and invoice numbers for product(s) in question;3.Perform initial evaluation of scope of problem and focus of FDA, Department of Health or customer's ongoing investigative efforts;4.Identify key contact identification and phone numbers; and5.Record information needed by investigating agency or customer.

Assemble Traceback/Product Recall Team

The Traceback/Product Recall Coordinator will immediately review the facts and hazard status as determined from the communication with the notifying party. They will then assemble the Traceback/Product Recall Team to inform them of the potential health hazard and to initiate the product trace and accumulate pertinent production, harvesting, cooling, processing, quality, shipping, and sales information on the product under investigation. It is imperative that the Recall Team is composed of individuals who best know their area and product.

The Traceback/Product Recall Coordinator has responsibility for coordinating and managing all aspects of the traceback and recall activity. The Coordinator will keep a log of all actions taken during the traceback/product recall. This log will be used in the preparation of status reports and for measuring the effectiveness of Applicant 's response. If possible (based on the time interval from production/distribution to notification of the existence of the problem) an immediate hold will be placed on all suspect products in Applicant control. All important documentation will be collected from Production/Sales/Distribution including invoices, bills of lading, pick tickets, transfers, receiving tags and export documents, customer contact details when appropriate. Supplier

details, inventory listings, production records and harvest schedules may also be collected. The Traceback/Product Recall Coordinator and the other Team members assemble the necessary documentation and organize it by order. The Team members will also collect pertinent quality control and safety documentation (e.g. GAP, HACCP). The Traceback/Product Recall Coordinator will consider the need for external advice and services e.g. consultants, laboratories, lawyers, public relations/crisis management personnel, etc.

The summary for the initial trace activity is as follows:

1. Notification of top management of the potential health hazard and immediate contact of Department of Health;
2. Recall Team assembled and knowledgeable of situation;
3. Hold placed on product that might still be in Applicant control;
4. Product in question traced to origin;
5. Documentation in place to verify origination of product;
6. Pertinent Quality Control logs or receiving reports, process control logs, HACCP verification (if appropriate) and GAP audits assembled (if available);
7. Supplier contact details; and
8. Customer contact details. Traceback Review. The Traceback/Product Recall Coordinator will reassemble the full Traceback/Product Recall Team for a review of the Traceback activity.

Withdrawal and Recall Training and Planning-Training and Mock Withdrawal and Recall Drills Required

The Managers will implement all necessary withdrawal and recall training for all agents including mock recalls. Mock recalls are used to determine whether the withdrawal and recall procedure is capable of identifying and quickly controlling a batch of potentially affected product and reconciling the quantities produced, quantities in inventory and quantities distributed. A mock withdrawal or recall will identify potential problems and allow agents to become familiar with recall procedures. If problems are identified in the procedures, they will be corrected by the Managers and agents will be retrained on new procedures.-Mock Recall Drill s The Managers, in coordination with the withdrawal and recall team, will carry out mock withdrawal or recall procedures at least annually by randomly selecting at least two items including cannabis, cannabis or other accessory products. The mock procedures will follow all regular procedures. However, no product will be retrieved from any dispensaries, customers or be removed from

inventory or storage. All information obtained during a mock withdraw or recall drill will be documented on the Withdrawal and Recall Log component of the Incident Log. All parties involved in a mock withdrawal will be notified immediately that it is a mock procedure. The mock recall file will include the name, address and telephone number of customers for the lot tested, production records and the processing, inventory and distribution history of each lot involved. All recommended corrective actions and deficiencies will be documented in a mock withdrawal and recall report to be submitted to the Chief Executive Officer. Any corrective actions or deficiencies will be corrected by the manager, and all agents will be re-trained on new procedures.

❖ Applicant will create various programs based upon qualifying factors, such as patient income, disability status, terminal diagnosis and other need-based criteria, and provide patients with discounted and/or free medicine, as well as to provide specials to our general patient base.

The Applicant will adopt several programs to provide discount and/or free medicine based on certain qualifying factors, which will include income, disability status and terminal diagnosis, among other factors. We will also provide free consultation to any patient that would require it, such consultation will be both educational, as well as to help identify the best medicine for use in treating each individual patients ailment or illness.

In addition to programs specifically tailored to those patients/customers whom need discounted or free medicine based upon economic considerations; certain disabilities and those with terminal diagnoses, we will offer daily/weekly specials, as well as a patient rewards program wherein patients will obtain free medicine based on certain metrics.

The Applicant is aware of its non-profit status and its practices (and above-referenced programs, discounts and specials) will reflect that its main mission is and must always be to best serve the patients, while doing so it full compliance with state law and regulations.

❖ The Applicant will train all employees and registered compassion center agents on Federal and State medical marijuana laws and regulations as well as other laws and regulations pertinent to the compassion center agents' responsibilities.

All registered agents of the facility will receive an extensive overview and training on federal and state medical cannabis laws and regulations, as well as other laws and regulations pertinent to their work responsibilities, at the time of initial hire. All agents will undergo a mandatory review and training on these laws and regulations at an orientation session. Orientation sessions are mandatory and must be completed prior to any work in the facility. Orientation sessions related to state and federal law and regulations will be administered by the CEO and COO. As part of the ongoing training requirements for grower agents during their employment, an annual in-service training

will be held to ensure competency and cover any new updates to state and federal laws and regulations.

The training on federal law will include an extensive overview of the Controlled Substances Act, the federal penalties associated with cannabis possession, and the inherent conflicts between federal law and Rhode Island law. Agents will be provided a summary on federal law that is available from Americans for Safe Access, including the following:

- “The federal government regulates drugs through the Controlled Substances Act (CSA) (21 U.S.C. § 811), which does not recognize the difference between medical and recreational use of cannabis. These laws are generally applied only against persons who possess, cultivate, or distribute large quantities of cannabis. Under federal law, cannabis is treated like every other controlled substance, such as cocaine and heroin. The federal government places every controlled substance in a schedule according to its relative potential for abuse and medicinal value. Under the CSA, cannabis is classified as a Schedule I drug, which means that the federal government views cannabis as highly addictive and having no medical value. Doctors may not ‘prescribe’ cannabis for medical use under federal law, though they can ‘recommend’ its use under the First Amendment.
- The Drug Enforcement Administration (DEA), charged with enforcing federal drug laws, has taken a substantial interest in medical cannabis patients and caregivers in general, and large cultivation and distribution operations more specifically. Over the past few years, dozens of people have been targets of federal enforcement actions. Many of them have either been arrested or had property seized. More than a hundred are currently in prison or are facing charges or ongoing criminal or civil investigations for their cultivation or distribution of medical cannabis. Federal cannabis laws are very serious, and punishment for people found guilty is frequently very steep. Federal law still considers cannabis a dangerous illegal drug with no acceptable medicinal value. In several federal cases, judges have ruled that medical cannabis cannot be used as a defense.
- There are two types of federal sentencing laws: sentencing guidelines, enacted by the United States Sentencing Commission, and mandatory sentencing laws, enacted by Congress. The Sentencing Commission was created in 1987 to combat sentencing disparities across jurisdictions. The current mandatory minimum sentences were enacted in a 1986 drug bill.
- Federal sentencing guidelines take into account not only the amount of cannabis but also past convictions. Not all cannabis convictions require jail time under federal sentencing guidelines, but all are eligible for imprisonment. If convicted and sentenced to jail, a minimum of 85% of that sentence must be served. The higher the cannabis amount, the more likely one is to be sentenced to jail time, as opposed to probation or alternative sentencing.

- In addition to the sentencing guidelines, there are statutory mandatory minimum sentences, which primarily target offenses involving large amounts of cannabis. There is a five-year mandatory minimum for cultivation of 100 plants or possession of 100kgs, and there is a ten-year mandatory minimum for these offenses if the defendant has a prior felony drug conviction. Cultivation or possession of 1000kg or 1000 plants triggers a ten-year mandatory minimum, with a twenty-year mandatory sentence if the defendant has one prior felony drug conviction, and a life sentence with two prior felony drug convictions.

- **CONFLICT BETWEEN STATE AND FEDERAL LAW**
 - The federal government claims that cannabis is not medicine and in *Gonzales v. Raich* (2005), the United States Supreme Court held that the federal government has the constitutional authority to prohibit cannabis for all purposes. Thus, federal law enforcement officials may prosecute medical cannabis patients, even if they grow their own medicine and even if they reside in a state where medical cannabis use is protected under state law. The Court indicated that Congress and the Food and Drug Administration should work to resolve this issue.

 - The Raich decision does not say that state medical cannabis laws are unconstitutional, nor does it invalidate them in any way. Also, it does not say that federal officials must prosecute patients. Decisions about prosecution are still left to the discretion of the federal government. States have recognized cannabis's medical value and have either passed laws through their legislatures or adopted them by initiative."

 - After education on federal law, grower agents will receive training on Rhode Island's medical cannabis law. In 2006, the Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act was enacted, allowing patients with a Rhode Island registry ID card to use, possess and cultivate cannabis. Under the Act, registered patients may possess up to 2.5 ounces of usable cannabis and may cultivate up to 12 plants. Patient may appoint a primary caregiver for assistance or use a compassion center to purchase medicine. Qualified patients and caregivers are entitled to an affirmative defense at trial or dismissal of charges.

 - In 2009, the Department of Health was authorized to license not-for-profit compassion centers to distribute medical cannabis. In 2011, Gov. Lincoln Chafee suspended licensing of compassion centers in response to threats from federal prosecutors; he then resumed the program in January 2012, after background checks and additional plant limited were added to the licensing requirements. By 2013, compassion centers serving patients. In 2014, the legislature passed laws removing caps on cultivation for compassion centers. However, pursuant to R.I. Gen. Laws § 21-28.6-12(i)(1), a compassion center must limit its inventory of seedlings, plants, and usable marijuana to reflect the

projected needs of qualifying patients; see also DBR Regulation 1.4 D, "Inventory Limit."

- In 2016, the Department of Health made several changes to the program including creating a new cultivator license. The General Assembly also passed H 7142 which added PTSD as a qualifying condition for patients. In 2019, the General Assembly passed legislation which allows for the creation of six (6) new compassion centers over a graduated period of time.

During agent education on federal and state law, grower agents will be provided with information regarding rules and regulations promulgated by the Department of Business Regulation. Copies of the rules and regulations are maintained by departmental manager, the COO, or the Security & Personnel Manager. Employees are trained to consult with their departmental manager, the COO, or the Security & Personnel Manager, whenever a question about a rule or regulation arises. Management team meetings are held weekly at the facility, and any new rules or regulations promulgated by the Department of Business Regulation or Department of Health are covered, communicated to grower agents and incorporated into departmental policies and procedures.

During the agent orientation session on federal and state law, agents will also be provided with copies of the promulgated regulations of the Department of Business Regulation and the Department of Health. A review of all sections of state regulation pertaining to grower licenses will be explained and reviewed.

Upon completion of the training session on state and federal law and regulation during agent orientation, a multiple choice review sheet will be handed to each agent for completion. The completed review will be examined and scored by the orientation leader, and clarification on any incorrect responses will be provided.

❖ The Applicant will train all employees and licensed compassion center agents on standard operating procedures.

The Applicant is devoted to fashioning a setting where its agents obtain a comprehensive training prior to working in the facility that including all facets, both with a particular focus on security and safety. This mission extends to training to improve skills, understanding, and performance through annual education and training programs on security and safety. The seminal principle of the Applicant is to set up an atmosphere of perpetual education, as well as personal and professional development and advance.

To procure and sell medical cannabis and medical cannabis products that are of the highest grade and quality, all of the Applicant's agents must conform to the demanding standard operating procedures (hereinafter "SOPs") that have been promulgated for all aspects of the facility. While the Applicant will not cultivate cannabis or manufacture product, but instead procure from cultivator licensees, it has still created SOPs for best practices in cultivation and manufacturing and also retained a Quality Assurance Officer/Manager that will inspect and oversee the practices of nay

licensee we procure from and also inspect, test and ensure that the cannabis and product procured is of the highest grade and created through the best, safest and most responsible practices. As it pertains to the Applicant's Practices, conformance with said SOPs is the foundation of the Applicant's Security and Safety Plan.

The SOPs are tested, proven, and ensure seamless implementation at the Applicant's proposed facility. The SOPs are the cornerstone of all activities that will be engaged in by the Applicant. Reliance and adherence to the SOPs, will benefit the licensed patients of the state that need high quality medicine, help facility transparency with DBR, DOH, RISP, and local law enforcement, as well as ensure complete compliance with all state laws and regulations.

Education on all SOPs for agents commences upon hire. No agent will begin any work in the facility until these individuals have finished all requisite trainings regarding security and safety and those associated with their job function, and passed an aptitude test designed to ensure competency with all training subjects and materials. Education materials and information will consist of overview of each division's SOP, a division head's guide, and SOP performance tests tailored to each specific division of the Applicant. SOP education will continue as soon as the agent begins work in the facility, with the leader of each division providing one-on-one and hands on guidance and training on job responsibilities. Education programs and sessions will continue during the entirety of the agent's work with or within the facility, including yearly in-service programs on various disciplines, such as process improvement and compliance with SOPs. The Applicant will also hold weekly division meetings to address any process issues or possible improvements and to provide proper education to guarantee peak performance. As procedural or substantive issues surface during the course of the Applicant's activities, educational programs will be provided to all cultivator agents. In sum, the Applicant is steadfastly dedicated to create an atmosphere that all bolsters all agents' knowledge and ability to successfully and properly execute their respective roles in a secure and safe environment.

A summary of the educational programs that will be held are as it relates to security and safety are as follows:

Inventory Control:

All agents will receive training on the electronic inventory control and tracking system. The Applicant has identified BioTrackTHC to serve its electronic inventory control and tracking system needs, in the event the State's Medical Marijuana Program Tacking System is not online.

The training will include work on a test unit of the software so that agents can understand the functionality of inventory controls from seed-to-sale. Agents will be assigned inventory tracking assignments on the test unit during their training and respective orientations. As inventory and tracking system software is updated and/or changes are implemented, all agents will receive in-service training to uphold all SOPs.

As part of the inventory control training, all agents will be given a final examination on the inventory and tracking system, with specific assignments to demonstrate their proficiency with the inventory and tracking software.

Security:

All agents will receive SOP training on security procedures for the Applicant. This will include a broad-reaching summary of all steps taken to identify, avoid, and stop diversion of medicine outside of Rhode Island law and regulation. Agents will be trained on emergency plans for the Applicant, including the SOP for fires, medical emergencies, chemical spills, armed robberies, invasion, burglary, and criminal incidents. All agents will receive training for CPR and first aid will be given upon hire, and prior to commencing any activities on behalf of or for the Applicant. SOP training on evacuation plans, building layout, and location of alarm systems and panic alarms will also be covered.

Regulation and Adherence to Law:

In tandem with SOP education and training, all agents will be provided a comprehensive overview of federal law related to marijuana and Rhode Island law related to medical marijuana. The review of state and federal law shall serve to highlight the magnitude of adhering to SOPs in all aspects of an agent's job function. A copy of the promulgated regulations, emergency and otherwise, by the Rhode Island Department of Business and Rhode Island Department of Health will be provided. A review of all sections of state regulation pertaining to cultivator licenses will be explained and reviewed. A review of all sections of state regulation pertaining to the Rhode Island Medical Marijuana act will be subject to further educational efforts.

❖ The Applicant will train all employees and registered compassion center agents on detection and prevention of diversion of medical marijuana and medical marijuana products

In combination with the Applicant's SOP for training of agents, rigorous education and training on prevention and detection of diversion of medical marijuana is conducted during the entire period of an agent's job at the facility. Diversion of medical marijuana to any person or organization, other than between licensed cultivators and a compassion center licensed (as it relates to this Applicant's practices) by the State of Rhode Island is a serious violation of state law, and serves to undermine the integrity and purpose of the medical marijuana program. The Applicant considers the diversion of medical marijuana seriously and has developed an education and training program for all agents to assist in the detection and prevention of this practice--a highly organized and detailed checks and balance system.

All agents of the Applicant will be provided with training during their orientation period and on a continuing basis. Training materials and educational information

associated with diversion prevention are found in multiple resources throughout the facility for the many jobs and roles of the agents. Division and team leader's will ensure that all agents are proficient in these areas and knowledge and understanding of any and all agents will be ensured by mandatory tests that need to be passed and will become part of any agent's personnel file. A licensed agent cannot begin work in the facility until orientation training is completed and documentation of their completed trainings are compiled in personnel files. Throughout a agent's career at the Applicant, there will be annual in-service trainings on diversion detection and prevention. The topics are also discussed as part of regular staff meetings at the facility led by division leaders.

Training on diversion prevention starts with a demarcation of the various detection methods that will be utilized by the Applicant . Within a medical marijuana dispensing facility, diversion can come in a variety of ways. Medical cannabis and associated products are provided directly to qualifying patients at the facility. As such and like any medical marijuana act licensee, there is opportunity for medical marijuana to be diverted to sources outside of licensed compassion centers. Agents are provided an overview of Rhode Island law and regulation to gain a full understanding of the permitted ways in which medical marijuana is legally distributed. Agents will be tested on the law and its application at the conclusion of initial orientation and random testing will be done on a continuing basis to ensure competency at all times during an agent's career with the Applicant.

After agents are informed of the legal distribution channels, they will be confronted with the various manners in which medical marijuana may be diverted. This is paramount to giving clear and comprehensive training on how to detect instances of diversion. Examples of diversion can include medical marijuana being stolen from the facility, provided illegally for sale by agents of the facility, stolen from the facility during a robbery, or stolen from a transport agent during the receipt of product from a state licensed cultivator or during deliveries to patients. Discovery of these instances of diversion from the facility's medical marijuana stock is sometimes difficult to detect. Despite difficulties in detection, Agents are trained on the many protections that are in place to prevent these instances, along with internal controls to assist in detection.

There is always the unfortunate possibility of agent theft, diversion education and materials demonstrates the robust security protocols that are in place to monitor and control instances of diversion. The Chief Security Officer provides a summary of the surveillances abilities and monitoring through the Applicant's security operations. Agents are educated and trained that all cases of theft or possible diversion will be recorded and reviewed at any time. In conjunction with security monitoring, agents are trained and educated on the tasks and responsibilities of security personnel to monitor the activities of agents in the course of daily work.

The education on diversion prevention from employee theft also covers the potential of diversion by theft from someone not connected with the facility in any manner. Training will encompass the protocols employed by security personnel for attempted robberies. The educational programs will also reveal and explain that the

security measures are in place to prevent diversion. These protocols, policies, and procedures include a manned security presence at the physical facility, a secure video surveillance monitoring system with extensive camera coverage, a secure storage room, security alarms with built-in redundancy, access-limited doors and entryways to the building, a perimeter fence, and close coordination with DBR, RISP, and local law enforcement. Related training and education will be provided to display security protocols for monitoring transport and delivery processes, including electronic manifest of deliveries, GPS monitoring of vehicles, direct and constant communication with transport agents, and audit procedures before and after transport. The training on different manners of possible diversion and the measures that will be put in place are intended to notify agents of best practices and, also, to mitigate against all possible diversion related events.

As part of the training and educational programs on diversion detection, agents are trained on recognizing dubious and/or untrustworthy acts and/or omissions by agents or other individuals that are in the facility. In training agents on indicia which are reflective of diversionary conduct, the Applicant and its team will be in the best position to stop and otherwise assist with prevention.

Detection of diversion will be most easily identified through the electronic inventory control and tracking system employed by the Proposed Licensee. The software and vendor identified by the Proposed Licensee, BioTrackTHC, has full capability to monitor and track all medical marijuana in the facility, from seed to harvest, and packaging. The system provides a full audit trail of medical marijuana throughout the entire life and production cycle of the plant. All agents receive extensive training on the software inventory control system during initial orientation. The training includes work on a test unit to conduct inventory tracking processes prior to their commence of any activities at the facility.

All agents are trained on how the inventory and tracking software system works and operates. Specifically, audit tools and alarms that are relevant any discrepancy in stock are in place and all Agents will understand how these tools and safeguards function. All agents are trained that a discrepancy in stock and inventory will result in the inventory and tracking software issuing an alarm and result in an immediate audit of the production history and identify the agent responsible for the discrepancy. Agent education and training is inclusive of daily inventory reconciliations conducted between actual stock and the electronic records. The Applicant will conduct a daily inventory of medical marijuana in stock. Further, monthly inventories of all products in the facility will be conducted to curtail the potential for diversion or theft.

Diversion prevention education and training comes under two major umbrellas: A.) educating cultivator agents on the security, audit, electronic controls, and surveillance capabilities of The Proposed Licensee, and B.) informing agents of the penalties of any diversionary practices. Orientation training and continuing education will notify and update cultivator agents of the criminal penalties of diversion of medical marijuana at the facility. The Security Director will make it abundantly evident and manifestly clear that

all violators will be reported to DBR, RISP, local law enforcement, and/or DOH, so required by state law or regulation. All agents will be advised that the penalties will include revocation of their status as a licensed agent of the Proposed Licensee, as well as turning them over to state and local law enforcement. Penalties for those attempting to divert medical marijuana via robbery or purchase of medicine will also be the subject of discussion and advisement. The Applicant's intent in administering such training is focused on plainly illustrating the severe consequences of diversion. The goal is that providing such comprehensive information will further support the goal of diversion prevention.

❖ The Applicant will establish written standard operating procedures for receipt of medical marijuana material and/or products, including how Applicant will inspect products for defects, contamination, and compliance with Regulations.

Applicant has developed a Quality Assurance Plan that fully addresses the safety of our customers, our surrounding community, and our agents. Our standard operating procedures (SOPs) have been drafted to ensure compliance with the requirements of the Department of Health's and the Department's regulations. These SOPs specifically address quality control measures and laboratory testing among other topics. The company is committed to selling only the safest of products. A robust testing plan will ensure that all cannabis and cannabis products sold by the Applicant are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for potency, terpenes, heavy metal, solvents, pesticides, microbial contamination and shelf life. Tests will be performed by a third-party quality control company. A professional independent testing facility will provide further independent data review on all final products tested before releasing for distribution. Applicant's operating plan relies on an approach that utilizes to the fullest extent, the expertise of our team, detailed SOPs and an audit and compliance program to ensure customer safety, product safety and compliance.

QUALITY CONTROL EXPERTS

The Applicant is operated by its executive management team utilizing the services of industry and subject matter experts. Our operations and management team features several specialists who have a wide range of experience operating in industries requiring strict quality control and best practice. These experts will work together to ensure Applicant's operations safeguard the health and welfare of our agent and customers. Applicant will employ the services of a qualified Quality Assurance Manager at all times to oversee processes that pose a potential risk to agent safety, patient safety or product safety. Upon licensing, the company intends to engage a professional firm specializing in cannabis science, to fill the Quality Assurance Manager position. The Quality Assurance Manager will oversee the quality control and assurance functions in Applicant operations.

STANDARD OPERATING PROCEDURES

Applicant will implement quality systems controlled by our SOPs and based on standards to control processes that are critical to product safety. Our Quality Assurance Manager will be responsible for oversight of these quality systems while our Chief Compliance Officer will ensure our protocols comply with the Department regulations. The position of Chief Compliance Officer is an autonomous position reporting directly to the Chief Executive Officer and Board of Directors. Every SOP implemented in the cannabis establishment will incorporate agent, community, customer and product safety considerations and will require strict quality control and assurance practices in all of our daily activities. Applicant's extensive quality control protocols address a myriad of product safety requirements including, but not limited to, agent training requirements, proper equipment usage and maintenance protocols, sanitation standards component and product handling and storage, quality control testing, child-resistant packaging, product inserts, label disclosures and product traceability requirements. The Quality Assurance Manager is responsible for updating our SOPs to maintain compliance with all published rules and forthcoming guidance from the Department on product safety, while our General Manager will maintain the procedures and stay current with best practice and industry innovations.

SOPs will be updated as often as necessary to maintain compliance with all laws and regulations that govern Applicant's operations. Applicant's Legal Counsel and Chief Compliance Officer, under the Chief Executive Officer's oversight, are responsible for incorporating into the SOPs any additions or amendments to the regulations, as well as any guidance or directives published by the Department. Manager level agents will be responsible for drafting, updating and maintaining the SOPs in their area of supervision.

All agents will be required to have proper training on the SOPs applicable to their duties. Each agent will be required to demonstrate their comprehension of the detailed procedures required before performing any task. Additionally, all third-party contractors will be required, by contract, to perform their duties in compliance with Applicant policies and the Department regulations. Any agent or contractor who acts in a non-compliant or negligent manner will be reprimanded or terminated depending on the severity of their offense. To establish an effective operating system with a culture of compliance, all agents and contractors will be required as a condition of employment or contract to report any observed compliance issues to the appropriate party.

AUDIT AND COMPLIANCE

Manager Reviews

Managers will perform scheduled reviews of all operating activities to ensure compliance with Applicant's policies and the Department regulations and directives. The CCO will oversee the Manager level reviews and will also perform scheduled and random audits with a specific focus on activities related to worker and product safety and security, transportation activities, recordkeeping and reporting. Compliance audits will

include an examination of video recordings, data systems, and paper records, as well as agent and contractor interviews.

Internal Audits

Applicant's Quality Assurance Manager and Chief Compliance Officer are responsible for the implementation and maintenance of an ongoing internal audit program featuring both unannounced and random, as well as regularly scheduled audits. Electronic data, paper records, CCTV recordings and agent interviews will be used to review agent performance in relation to our policies and procedures and the Department regulations.

Corrective Measures

Detailed protocols for corrective measures will be followed for any findings of non-compliance. Any identification of non-compliant activities will require thorough investigation by the CCO. The CCO will create and supervise a plan of action approved by the CEO. The plan of action will be developed to correct any systemic issues that lead the finding of non-compliance and may require SOP revision, agent training or retraining, reassignment of responsibilities or any other action the CCO and CEO deem necessary.

Third-Party Inspections

All areas of the cannabis establishment, all agents, and contractors, records and activities, including video recordings will be subject to inspections by the Department and other government authorities. Applicant will provide representatives of the Department, emergency responders, authorized law enforcement personnel, public health officials and other government officers acting in their official capacity access to its facilities and records as required.

Recordkeeping and Inspections

Thorough records detailing all activities and transactions of Applicant will be documented and retained for a recommended minimum of seven (7) years or as otherwise required by regulation. The Chief Technology Officer ("CTO") will ensure that all information technology systems used are capable of meeting regulatory requirements. All data systems used in the cannabis establishment will be secure and will maintain detailed audit trails identifying users, dates, times, access location and changes made to any record. All records will be backed up utilizing a secure cloud server. The CTO will also oversee the migration of data from the inventory control software of the licensed cultivator from which the Applicant is procuring cannabis and/or product and our seed-to-sale inventory control software. This will place the Applicant in the best position to comply with regulations and ascertain the exact genesis of any product that need be recalled.

CULTIVATION KNOWLEDGE

The Applicant will not cultivate cannabis or manufacture any cannabis products, but will instead solely procure cannabis and cannabis products from cultivators licensed by the Department.

Despite no cultivation and/or manufacturing activities taking place within its facility, Applicant will employ cultivation experts to inspect all licensed cultivation facilities that product will be procured from, as well as all cannabis and cannabis product generated from said facilities. As such, it is important the Applicant provide a comprehensive overview of best cultivation practices that it will require from any licensed facilities it procures cannabis and/or cannabis product from.

The chemical composition of different medicinal varieties of cannabis is important in its application for the treatment of different medical conditions. CBD-rich varieties have proven medicinal qualities for the treatment of a variety of different medical conditions, and a high priority will be given in the allocation of cultivation resources to the production of these 'unique' varieties of cannabis. In conformance with applicable law and to address patient needs, Applicant will procure strains of cannabis known for its unique chemical and medicinal properties, (high CBD/THC ratio). By providing this exclusive variety of cannabis with its unique chemical properties, Applicant will be able to treat a dynamic patient base with a number of medical ailments.

Inspection

Cannabis cultivated at any licensed cultivation facility (or any manufactured products) will be inspected thoroughly by the Applicant to ensure plant matter that is prepared for processing is free of pathogens and contaminants. Plants must be cultivated with the highest quality, state-approved fertilizer and pesticides to prevent potential carcinogens and residual contaminants from being consumed. All cannabis must be tested and approved as required by the Department, as well as meeting all local and state sanitation requirements. All air and water filtration are regularly maintained based on a company maintenance protocol. Inspection and quality checks will be performed to ensure levels of contaminants are below acceptable thresholds. Company integrated pest management (IPM) must be used to defend against allowing contaminants to enter the cultivation facility.

In addition to utilizing IPM, any cultivator that the Applicant procures from will need to integrate prevention of pests and contamination using pesticides, provisions on salt accumulation, prevention of source material contamination, storage methods and adulteration inspection protocols. Recognizing both signs and symptoms of diseases, viruses and insect infestation is necessary to operate a sustainable cultivation operation. Participating in daily scouting and regular inspection of cultivation areas, post-harvest areas, and product storage must be completed on a regular basis to ensure the cleanest possible cannabis. These regular scouting activities are essential to the assurance of product that meets the Applicant's and the Department's quality requirements. These protocols assist the operation in the economical maintenance of low pest and disease

pressure. Scouting is the first step to preventing infested plant material from further infesting the rest of cultivation areas. Being able to identify and recognize pests and diseases at the early stages of development is crucial to the employment of proper Integrated Pest Management techniques to prevent or eliminate harmful infestations. Familiarizing agents with the symptoms associated with specific insects and pathogens allows for quick identification and treatment of needed areas. Using knowledge of pest and disease growth and development, agents utilize several scouting approaches to identify and eradicate infestations. Utilizing knowledge of environmental and cultural factors which predispose plants to pest and disease infection necessitate additional inspections of areas usually associated with pest populations, agents look for visual symptoms and then inspect for verifiable signs of pest and disease development.

Understanding why insects infest specific plants is important to providing sustainable health care to the cultivation facility. Healthy plants tend to be more resistant and capable of defending themselves from pests and pathogens. As such, the careful maintenance of plant health is an important tool for the prevention of pest or pathogen infection and assurance of quality product. Integrated Pest Management dictates the regular inspection of all plant parts. Areas displaying infestations are recorded in pest scouting logs, including information about pest identification, cultivation bench locations, population sizes, dates and times.

PRODUCT TESTING

The Applicant is committed to only procuring the safest of products. A robust testing plan will ensure the company's products are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for:

Testing Policies developed with a third-party state licensed provider will create testing protocols will not only ensure the safety and efficacy of products distributed to patients and reduce product liability but will also serve the research and development purposes of the company. The product formulation team will make extensive use of the lab's resources in the continual improvement of its product offerings.

A third-party state licensed laboratory will use methods that are appropriate for the tests performed and the materials being tested. Methods provided include those from compendia such as the AHP and USP monographs, methods validated by organizations such as the EPA, AOAC, and EU, methods published in peer-reviewed journals. To be scientifically valid, all methods are put through a formal validation process that demonstrates the ability of a method to produce reliable and repeatable results. All laboratory functions will be performed in compliance with Good Laboratory Practice (GLP). The Quality Assurance Officer will establish methods for the following analyses:

1. Potency;

2. Terpene;

3. Residual solvents;
4. Pesticide residuals;
5. Microbiologicals;
6. Aflatoxins and ochratoxin; and
7. Heavy metals.

Any cannabis or cannabis product deemed a failure by the Department of Health's standards (or our own more rigorous standards) will be remediated and retested with the Quality Assurance Officer's approval or destroyed.

Training Required

All agents will be trained by the Quality Assurance Officer to conform to the company's quarantine policies and procedures. No Analytics Technician may release batches from quarantine unless the Quality Assurance Officer approves and documents their authorization in the agent's training record.

Testing Regime

The Quality Assurance Officer may cause to performed any test he or she deems necessary at any time and will establish the company's testing requirements and sample size required for in-process and finished products. No less than 2% of each batch will undergo testing. The Quality Assurance Manager will work with licensed cultivation facilities from which it will procure cannabis and cannabis product to accomplish the following goals of the testing:

1. In Process Cannabis: Potency testing to determine optimal harvest date;
2. Processed Cannabis: Moisture content to determine optimal cure duration;
3. Finished Cannabis: Potency and terpene analysis before extraction and contaminant testing if the cannabis is suspected to be contaminated;
4. Extracted Cannabis: Potency and terpene testing to determine proper run times for each strain cultivated;
5. Decarboxylation Process: Potency and terpene monitoring to ensure full decarboxylation;
6. Separated Cannabinoids: Testing for identity, potency, contaminants, residuals and metals before formulation;

7.Excipient and Component:Analysis for identity and purity with a certification of analysis is not provided; and

8.Finished Products:A full suite of testing before release.

Pesticides, Residual Solvents, and Heavy Metals

The Applicant will maintain a robust incoming inspection and supplier control program that will test and control manufacturing inputs to avoid product contamination and adulteration. If the third-party state licensed laboratory detects an adverse level of contaminants, all materials, or products that compose the batch tested, will be quarantined until an investigation determining the source of contamination is completed and determination on batch status is made. Identity and Potency Potenc and terpene testing will occur whenever necessary for formulation. Only independently validated laboratory test reports will be utilized for product labeling.

Microbiologicals

The Applicant will test all extracted oil for adverse microbiological levels before further manufacturing. If a batch is found to be contaminated per the tolerance limits established by the company, the Quality Assurance Officer will determine if remediation processes and retesting should occur or the batch should be disposed of in accordance with the company's waste disposal policies and procedures.

Excipient Testing

Extracted oils may be formulated with excipients to create final products. All excipients will be required to have a certificate of analysis or be tested onsite to ensure that they do not adulterate any of the company's products.

Final Product Testing

Product batches that have been packaged for distribution will be quarantined and will undergo final testing with validation by an independent lab. Only the Quality Assurance Officer or designee may release a batch of products for distribution. The Quality Assurance Officer and Manufacturing Director will review the batch record, any in-process and final test results, the independent laboratory test results, and then compare to specifications and regulations to make a final decision on batch status including further hold for remediation, disposal due to failure or release for distribution.

Recordkeeping

The third-party state licensed lab staff will fully document laboratory operations in designated notebooks and binders and electronic record format. The Applicant will utilize laboratory management software to maintain an accurate audit trail and chain of

custody records for all cannabis and cannabis products handled by the lab. Procurement preference will be given to any laboratory management system with an integrated scale feature that can also integrate with the company's inventory control, and point of sale systems. Component Testing. The Applicant has developed and adopted procedures for the testing of components that conform to best practice for the cannabis and pharmaceutical sectors. Testing will be performed on components used for the production of the final medical cannabis product including, but not limited to, water or growing materials. Testing may also be performed on the final cannabis extract before packaging e.g. for cannabinoid profile verification or contaminant testing. Strict controls will be implemented to validate and document all procedures including the testing of components. All manufacturing departments will be required to obtain certifications of analysis for components when available. Otherwise, the Manufacturing Director must qualify all vendors and register with the vendor to receive all applicable safety recall notices. Some components requiring testing include soil, water, gasses, chemicals, nutrients, and packaging. The company's quality assurance department and/or third-party contractor will possess testing capabilities for chemical and microbiological analysis. The laboratory will not provide required component testing unless it has validated a published method for the test to be performed. The Quality Assurance Officer will validate any internal standards created internally by the quality assurance department. The Manufacturing Director will establish component-testing protocols. Component validation is required throughout the company's production processes. The manufacturing process requires certification or testing for CO₂, excipients, capsules, vaporizer cartridges, packaging, and labeling. An adequately trained agent may conduct testing of cultivation licensees components including water and soil utilizing pH, EC, ORP, TDS, temperature or other basic meters.

Based upon the product or cannabinoid concentrate characteristics alternate storage conditions, ICH (International Conference on Harmonization) guidelines may be utilized. Stability testing requirements will be defined in a written protocol and will include sample size and test intervals based on statistical criteria for each attribute examined to assure valid product stability and expiration dating, storage conditions for samples retained for testing, reliable, meaningful and specific test methods and product testing in the same container-closure system as the product is distributed. An adequate number of batches of each product brand, dosage form, and packaging format will be tested to determine an appropriate expiration date. The above will be developed by the Quality Assurance Officer in conjunction with a third-party state licensed facility.

Storage

Long-term room temperature stability samples will be in the final distributed packages. Package sizes will include the largest and smallest of any distributed product. Blister packaged samples will be counted as individual units, and this stability will apply to all distributed product regardless of the final package count. The first three batches of all distributed products will be placed into a long-term room temperature stability program to confirm and eventually extend any expiration date previously assigned utilizing accelerated stability data

Shelf Life Determination

Product shelf life specifications will include all required storage conditions including storage at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the customer's home and samples retained for future testing.

Analysis

All stability results will be promptly evaluated upon completion of each testing interval. Results will be tabulated as part of the evaluation and reviewed for adverse trends. A detailed decision tree is provided in the Standard Operating Procedures. All stability failures will be promptly investigated. The Quality Assurance Manager will review the finalized written investigation, including any necessary corrective actions that were taken. Appropriate stability studies may be dropped from the stability program based upon the deletion of products from the production mix, revisions in product formulations, revisions in product packaging or other justifiable reasons as determined by the Quality Assurance Manager.

Required Sample selectors will be trained by the Quality Assurance Manager to adhere to sampling policies and procedures. If the Department offers training and certification for sample collectors, agents will be required to participate in such training. No Analytics Technician may collect samples until the Quality Assurance Manager approves and documents their capability in the agent's training record.

Recordkeeping Electronic Records

The laboratory facility will maintain all Applicant records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. The laboratory management system will be the primary database for all laboratory records. Any independent laboratory records will be maintained in the company's seed-to-sale tracking software system and inventory control management system and attached to the batch for which the report was issued.

Paper Records

The laboratory will maintain laboratory notebooks and worksheets. Additionally, quality control agent records may contain paper documents including training documentation forms. All human resources records will be maintained by the Quality Assurance Manager and securely stored in accordance with all employment laws. All paper records related to laboratory operations or agents will be scanned and maintained in the laboratory management system. Laboratory notebooks and logs will be maintained in

secure filing cabinets accessible by the Quality Assurance Manager and his or her designees.

Record Maintenance

In accordance with the Applicant's policy, all electronic company records will be maintained for a minimum of five years. It is company policy to retain records in perpetuity unless a member of executive management determines the electronic record should be deleted or destroyed. Laboratory notebooks and other paper documents will be maintained for no less than five years. The Quality Assurance Manager will determine the need to destroy paper records. A log of any documents destroyed in the laboratory management system will be maintained, and the Quality Assurance Manager will ensure that all paper document destruction is performed by shredding.

❖ The Applicant will use a perpetual inventory control system that identifies and tracks Applicant's stock of medical marijuana products from the time the medical marijuana is obtained by, or delivered to, a registered compassion center to the time it is sold or transferred to a patient cardholder or authorized purchaser in accordance with the Regulations. Applicant will be prepared to utilize its own perpetual inventory system in the situation in which it does not have access to the state approved Medical Marijuana Program Tracking System. The Applicant is well versed in these system and prepared to procure its own system, as well as the State's system, and has further made mandatory to its practices the migration of all cultivator licensee perpetual inventory control system data to it prior to transfer of cannabis or product to our facility for retail sale to patients.

The Applicant will only purchase from licensed cultivators that utilize a perpetual inventory control system that identifies and tracks the stock of medical Marijuana from the time the medical Marijuana is propagated from seed or cutting to the time it is delivered to the Applicant, a registered compassion center, in accordance with the Regulations and the Applicant will utilize a perpetual inventory control system that allows for the migration of cultivator licensee data to it to create a complete seed-to-sale tracking system

Any cultivator licensee from which the Applicant procures cannabis or cannabis product will utilize a leading electronic perpetual inventory control system in the medical marijuana industry. All proper and competent "seed-to-sale" tracking systems have similar functions and capabilities. The systems allows for full, perpetual "seed-to-sale" tracking of medical marijuana stock. Inventory tracking begins at the beginning stages of

plant growth (seed or clone stage); continues to when marijuana is harvested and distributed to registered and licensed Compassion Centers and, specifically, will migrate into the Applicant's system to create a seamless tracking system.

The system automatically assigns a globally unique and non-repeatable digit barcode number to every plant upon the sowing of the seed or other propagation. Licensed cultivator agents from licensed cultivators enter product name and all other pertinent information about the plant into the correlated data fields upon creation of the barcode-based inventory record. Throughout the production process, the licensed agent enters production notes into the inventory record for events (like weights, size, etc.) or additional information required for state regulation. Those production notes and the medical marijuana variety name follow the inventory record throughout the entire product lifecycle. The system's reporting tool enables the Applicant to retrieve real-time data regarding all current and historical inventories for any specified time frame.

Any cultivator licensee that the Applicant will procure cannabis or cannabis product from will have a plan that calls for the initial crop to come from seed, with subsequent crops to come from clones of existing plants. As soon as a seed is planted, it will be given a unique digit identifier through tracking software system. A label with a barcode for the individual plant will be printed and affixed to the side of the bucket of the plant.

Each plant entered into the electronic inventory control system will be assigned to a batch that is the same strain of medical marijuana started at the same time. The batch number is part of the plant's electronic record, which can be retrieved through its unique barcode. This will happen as soon as a seed is planted.

Identifying information on each plant will be input into the electronic inventory control system as soon as a seed is planted. The system will allow for ongoing update of data on plants to be input in the plant's individual record at any point in the growth cycle. A tag with a unique barcode, identifying information, and batch will be produced for each plant at the time a seed is planted. Each and every tag will contain a particular DBR license number; a unique barcode identifier; the licensed cultivator's premises location; and the previously discussed radio frequency identification technology.

All of this information will be migrated into the Applicant's tracking system and all Applicant retail packaging shall contain a barcode that contains all of the above-referenced information in order that any product sold may be tracked back to its seed. The Applicant is mindful that, despite the fact that it will not cultivate or manufacture cannabis and/or cannabis product, it is imperative that any licensee it procures from utilizes such a system and, of the course, the Applicant as demonstrated by the above-referenced explanation of the system will utilize it in conjunction with its point-of-sale system to have complete inventory control and recall capabilities.

❖ Applicant will, for each medical marijuana unit or product: Create a unique identifier; Enter information regarding the product/unit into

an alternate inventory control system; Create a label with the unique identifier and batch number; and Securely attach the label to each unit/product.

The Applicant will maintain all data provided by all licensed cultivators from which the Applicant procures cannabis or cannabis product from, which will include the following information for each plant, (1) create a unique identifier for each plant, (2) assign each plant to a batch, (3) enter information regarding the plant into an alternate inventory control system, (4) create a label with the unique identifier and batch number, and (5) securely attach the label to a plant container, plant or plant material. To demonstrate that the Applicant will maintain such data in its seed-to-sale system, it is important to show that it understands how such a system works at the cultivator licensee level.

Cultivator licensees that the Applicant will procure cannabis and cannabis product from will utilize a leading electronic perpetual inventory control system in the medical marijuana industry. The system allows for full, perpetual “seed-to-sale” tracking of medical marijuana stock. Inventory tracking begins at the beginning stages of plant growth (seed or clone stage) and ends when marijuana is harvested and distributed to licensees. The system automatically assigns a globally unique and non-repeatable 16-digit barcode number to every plant upon the sowing of the seed or other propagation.

Licensed agents enter product name and all other pertinent information about the plant into the correlated data fields upon creation of the barcode-based inventory record. Throughout the production process, the licensed agent enters production notes into the inventory record for events (like weights, size, etc.) or additional information required for state regulation. Those production notes and the marijuana brand name follow the inventory record throughout the entire product lifecycle. The system’s reporting tool enables cultivators licensee, as well as the Applicant, to retrieve real-time data regarding all current and historical inventories for any specified time frame.

Any cultivator licensee that the Applicant will procure cannabis and cannabis product calls for the initial crop to come from seed, with subsequent crops to come from clones of existing plants. As soon a seed is planted, it will be given a unique 16-digit identifier through the electronic inventory control system. A label with a barcode for the individual plant will be printed and affixed to the side of the bucket of the plant.

Each plant entered into the electronic inventory control system will be assigned to a batch that is the same strain of medical marijuana started at the same time. The batch number is part of the plant’s electronic record, which can be retrieved through its unique barcode. This will happen as soon as a seed is planted.

Identifying information on each plant will be input into the electronic inventory control system as soon as a seed is planted. The system allows for ongoing update of data on plants to be input in the plant’s individual record at any point in the growth cycle.

A tag with a unique barcode, identifying information, and batch will be produced for each plant at the time a seed is planted through the system.

A tag with a unique barcode, identifying information, and batch will be placed on the plant once it is large enough to support (approximately 6 weeks for plants grown from seed and 4 weeks for plants grown from clones of existing plants). Identical labels will be placed on the plant container at the time a seed is planted.

All of this data will be migrated into the Applicant's seed-to-sale system and will follow each product, via barcode, that is sold from the facility thereby effectuating the ability to track any product to its seed and specific licensed cultivator. Further, all of this information will be encoded in our packaging bar code system, which will be linked with our own inventory control, seed-to-sale software. This data share will benefit the patients in ensuring quality; consistency and recall ability, as well as serve the requirements of the regulations by providing full transparency and accessibility to DBR.

❖ The Applicant will notify the Department of Business Regulation of an inventory or supply discrepancy if Applicant discerns a discrepancy between the inventory and the medical marijuana program tracking system.

Any material deviation or discrepancy between the inventory of stock and inventory control will be reported to DBR. Immediately after discovery of any such discrepancy or deviation, the Applicant will provide immediate e-mail notification to DBR, as well as an immediate telephone notification to DBR. Within 5 business days of discovery, the Applicant will submit a follow-up written report via mail and e-mail, which will advise DBR as to a description of the discrepancy, identification of known or suspected causes, any corrective actions taken, and the name, title, and signature of the individual preparing the report.

Additionally, the system will automatically generate an alarm alerting agents of the Applicant of any such discrepancy in stock and control. This system has the capability of generating automatic notices of such events to DBR. The Applicant will have the capability of providing automatic and electronically disseminated alerts to DBR. Any records related to such deviations and notifications will be maintained as part of the Applicant's record retention policies.

❖ The Applicant will quarantine and not release any medical marijuana product if notified the product fails to meet all criteria for production or patient consumption in accordance with the Regulations.

The BioTrackTHC electronic inventory control system allows for full SOP of cultivation activities to be established, documented, and tracked throughout a plant's life. Required data input on the status of each plant is built into the functionality of the tracking system. Cultivation staff members are mandated to input all relevant data fields related to the SOP, with the information and data stored, saved, and reviewable in the event of a deviation. If a deviation occurs, the system can alert a cultivation team to a process or results that conflicts with the established SOP. If a deviation occurs that requires correction, a cultivation team member will document and record any material change with a goal of returning the production process to be in concert with the SOP. Material changes will be documented electronically and maintained in hard copy format in the cultivation records of a licensed cultivator and will be reviewed by the Applicant's staff on a bi-monthly basis for evaluation purposes before any procurement activities take place or are otherwise approved. The Applicant will require any licensed cultivator it does business with to achieve a 100% compliance rate with its cultivation SOPs.

We will require any cultivator we do business with to avoid any instances where cultivation deviates from established SOPs. If a deviation occurs, corrective action must be documented and implemented. Samples from the batch must undergo a corrective action will be sent for independent lab analysis. If the certificate of analysis conforms to the established SOP, it can be prepared for distribution to us. If the analysis does not conform to SOP, it will not be released to us otherwise procured.

For batches of medical cannabis that undergo a corrective action when a deviation from SOP occurs, the corresponding independent laboratory test results will be retained electronically in the inventory control system with hard copy records maintained. All determinations on medical cannabis following the certificate of analysis from the lab will be recorded and stored. All of these materials will be reviewed by our staff prior to any procurement.

The key to ensuring the SOP is followed lies in the electronic inventory control system or the State Tracking System, if online. The system includes step-by-step data fields for all aspects of the growth cycle of plants from seed to harvest. Any cultivation licensee we do business with must be schooled on the adherence to SOPs and the requisite data entry for each point in the cycle. The system must detect any deviation from the required SOP and must cultivation team members if an intervention or correction is required. No plant may be exempt from electronic monitoring and data collection in the system. These are strict requirements of our organization as we will not procure cannabis or cannabis product from any licensee that does not maintain these systems and incorporate said systems into all cultivation activities.

The electronic inventory control system allows for full monitoring and data collection on each plant. The SOP for each crop is contained in the system and required data field entry is built in to the system. By documenting each step of the cultivation SOP process, the organization can ensure consistency of each batch and each variety of medicine that it procures from licensees. The electronic records allow for strict adherence to SOP.

All cultivation records recorded in the system are stored and reviewable by our staff prior to procurement, as well as any time thereafter as all information will be migrated into our system. The SOP requirements are built into the system, so any deviation will be detected by the system to alert the staff. Because the SOP is integrated into the system, any deviation can be immediately addressed and corrected to ensure accuracy and consistency with day-to-day production.

The electronic inventory control system allows for full SOP of cultivation activities to be established, documented, and tracked throughout a plant's life. Required data input on the status of each plant is built into the functionality of the tracking system.

We will require that all cultivation licensees we procure from will input all relevant data fields related to the SOP, with the information and data stored, saved, and reviewable in the event of a deviation. If a deviation occurs, the system can alert a cultivation team to a process or results that conflicts with the established SOP. If a deviation occurs that requires correction, the cultivation team will document and record any material change with a goal of returning the production process to be in concert with the SOP. Material changes will be documented electronically and maintained in hard copy format in the cultivation records of the organization. As a goal, our organization will require all cultivation licensees to achieve a 100% compliance rate with all cultivation SOPs. Any and all data will be reviewed by our trained staff prior to procurement.

❖ In the case where faulty products have been sold or transferred to customers, the Applicant will institute a recall and notify customers about the faulty products and what they should do if they still possess them.

The Chief Operating Officer will implement and maintain a team responsible for executing a withdrawal or recall event. The team is responsible for coordinating all aspects of a withdrawal or product recall. A Recall Coordinator will be appointed by the Quality Assurance Manager and the General Manager, who will assign a manager and establish a recall team. Together the team will assist the recall coordinator in the event of withdrawal or recall event in accordance with the procedures in this plan. All agents will ensure that all procedures are carried out effectively and efficiently. The manager will ensure the team receives appropriate training utilizing mock withdrawal and recall procedures semi-annually so that they understand their responsibilities. The withdrawal and recall team list will be updated quarterly by the Agent-in-Charge to ensure all names, contact phone numbers and responsibilities of agents and alternates are updated.

Withdrawal and Recall

All withdrawal and recall activities will be overseen by a manager. The withdrawal and recall team will be assembled by a manager, ensuring adequate resources are available for the severity of the issue. The team will:

1. Gather all information collected in the tracking process;
2. Detain and segregate in the quarantined storage area, all products to be withdrawn or recalled which are in the control of Applicant ;
3. Adhere a “DO NOT DISTRIBUTE” sign on all containers storing affected products and complete the Withdrawal and Recall Log component of the Incident Log;
4. Securely send an electronic notification of Recall to the licensee that cultivated and/or manufactured the cannabis or product ;
5. Notify the DBR, DOH and any and all patients that have purchased the cannabis or cannabis product immediately;
6. Ensure the following information is accurately documented:
 - Name and batch number of the withdraw/recalled product(s);
 - Production date(s) of the withdraw/recalled product(s);
 - Reason for the withdrawal/recall;
 - Quantity of withdrawn/recalled product(s) distributed;
 - Quantity of withdrawn/recalled product(s) in inventory (for internal use only); and
 - Area(s) of distribution and dispensaries affected (for internal use only).]
7. Coordinate and monitor the recovery of all affected product(s);
8. All recalled products in inventory will be destroyed by the Applicant in accordance with the waste disposal requirements set forth by the Department
9. The cultivation facility that it was procured from will be notified and the Department will be notified as to the licensee’s license number
10. All recalled products sold to customers will be returned to our facility and then destroyed. We will individually contact each customer by phone and offer to pickup the product up or request that it be returned to the facility.
11. The cultivation facility will need documentation of customer recall, destruction of recalled product and amount destroyed in order that we can facilitate the provision of such information to DBR and DOH.

12. Conduct a reconciliation of the total quantity of recalled product and affected product in the Applicant's Facility seed-to-sale tracking software system and inventory control management system and destroyed against the total quantity produced;

13. Allow collection of random samples of recalled product(s) by an independent laboratory for testing as appropriate; and

14. Collect testing results and discuss the results and corrective actions that will be required with DBR and DOH.

Disposal

All recalled or withdrawn products in the facility's inventory will be disposed of in accordance with the company's waste SOPs. The department managers and Quality Control Department will assure that all security, storage, recordkeeping, reporting, and disposal procedure requirements pertaining to the disposal of cannabis waste are fulfilled. This is more specifically addressed in over portions of the instant Application.

Withdrawal and Recall Training and Planning-Training and Mock Withdrawal and Recall Drills Required

The Managers will implement all necessary withdrawal and recall training for all agents including mock recalls. Mock recalls are used to determine whether the withdrawal and recall procedure is capable of identifying and quickly controlling a batch of potentially affected product and reconciling the quantities produced, quantities in inventory and quantities distributed. A mock withdrawal or recall will identify potential problems and allow agents to become familiar with recall procedures. If problems are identified in the procedures, they will be corrected by the Managers and agents will be retrained on new procedures.

Mock Recall Drills

The Managers, in coordination with the withdrawal and recall team, will carry out mock withdrawal or recall procedures at least annually by randomly selecting at least two items including cannabis, cannabis or other accessory products. The mock procedures will follow all regular procedures. However, no product will be retrieved from any dispensaries, customers or be removed from inventory or storage. All information obtained during a mock withdraw or recall drill will be documented on the Withdrawal and Recall Log component of the Incident Log. All parties involved in a mock withdrawal will be notified immediately that it is a mock procedure. The mock recall file will include the name, address and telephone number of customers for the lot tested, production records and the processing, inventory and distribution history of each lot involved. All recommended corrective actions and deficiencies will be documented in a mock withdrawal and recall report to be submitted to the Chief Executive Officer. Any

corrective actions or deficiencies will be corrected by the manager, and all agents will be re-trained on new procedures.

❖ The Applicant will hold medical marijuana and medical marijuana products in secure and segregated storage.

Once medical marijuana has completed its growth cycle at the licensed cultivator, in adherence to DBR’s regulations and our own more stringent SOPs, been cleared for distribution following independent laboratory testing and been transported to our facility, the batch will be stored in a segregated area of our facility. All stored product will be separated by batch and identified with barcode labels that correspond with the inventory control and tracking system.

Prior to retail packaging, stored medical marijuana flower will be held in “CVault” containers – which offer patented 62% humidity control of contents with a thick silicone ring to ensure an airtight seal and no entrance of light. The CVault containers offer the optimal storage option for maintaining consistency and purity of marijuana. These containers are stackable and easily identified on the outside with labels and barcodes.

Stored medical marijuana will be stacked according to batch and placed in a secure, segregated storage area within the cultivation facility. Access to the segregated storage area will be determined by job function and approval of the Chief Security Officer. The storage area will be fully contained with no windows or access from the outside of the building. The individual CVault containers will be housed in secure, locked compartments with keycode access.

Stored medical marijuana will remain in the segregated, secure storage area until released for distribution. Weights of each container will be recorded prior to being placed in storage, as well as taken at the time of distribution. If a statistically relevant deviation in weight is discovered prior to distribution, an investigation of the matter will be conducted by inventory staff in concert with the Chief Security Officer. Documentation and reporting on any deviation in weight will be recorded, retained, and shared with state officials as required by regulation.

❖ The Applicant, as a licensed compassion center, will establish procedures to receive, organize, store, and respond to all oral, written, electronic, or other complaints regarding medical marijuana and adverse events.

While our response to patient complaints and adverse events has also been addresses in various portions of this Application at length, the Applicant will summarize those practiced herein.

All complaints regarding the quality and safety of medical cannabis and product will be documented and investigated by multiple staff. Staff members involved in the review include the Inventory Manager, Chief Security Officer, Chief Operating Officer, and a member of the quality control department. The internal team will discuss the underlying complaint, review any evidence related to the charges, initiate independent product testing (depending on the complaint) through a licensed laboratory, and make a determination on the veracity of the underlying charge. The Applicant will conduct its review and findings within a 24 hour period. If there is determination of an adverse event, an action plan to inform the Department and initiate a corrective action or recall will commence. The input of the staff members involved with the complaint review will be documented and included in a complaint file. As a rule, The Applicant will heavily weigh its decisions on adverse events in favor of patient safety.

The process for locating the lot and batch number is seamless. All products are labeled with batch and lot information. If there is no label, inventory records of distribution of medical marijuana can be reviewed through the inventory system to determine the source.

The Applicant will use its inventory control system that tracks medical marijuana product from seed to sale. Data is collected throughout the life of all medical marijuana during the production process, which is annotated, stored, and reviewable in the system. The data is specific to the particular lot and batch numbers of medical marijuana in the facility. These are the production logs that will be reviewed in the event of an adverse incident.

The Quality Assurance Officer will work with quality control staff, the CEO, and the COO to review all aspects of the production logs for the affected lot and batch. The team will collaboratively review the logs to determine if a deviation from standard operating procedure has taken place. The review will be documented in an adverse incident report, with findings documented and verified by the internal review group. The comprehensive functionality of the tracking system allows for immediate review of all aspects of production, greatly assisting in the review and correction of adverse incidents.

❖ The Applicant will ensure it does not transport medical marijuana or medical marijuana products to, or receive any medical marijuana or medical marijuana products from, any place outside of Rhode Island.

All agents will receive training, education and overview to demonstrate and explain security protocols for monitoring transport and delivery activities, including electronic manifest of deliveries, GPS monitoring of vehicles, direct and constant communication with transport agents, and audit procedures before and after transport. The training on the types of potential diversion and the prevention measures in place are intended to not only inform agents but mitigate against potential diversionary activity.

All transportation and delivery of medical marijuana will be GPS tracked with proper manifests maintained. For agents of the facility that transport medical marijuana, specific security training will include defensive driving techniques, proper removal, and storage of medical marijuana in transport vehicles, communications protocols, threat assessments, and reporting compliance.

The Applicant will utilize tamper-evident tape to seal all transport packages. The tape will be weather resistant with premium security features that prevent removal in one piece. The tape is designed to break into pieces, preventing a clean removal from the package. If the tape has been tampered with, it will be readily evident to the licensee receiving the product.

The Applicant will be utilizing either its tracking system, which has the capability to monitor the entire transportation process, with an electronic manifest outlining the full chain of custody from the cultivation facility to the final destination (licensed and registered compassion center). The system contains a electronic manifest feature which has been utilized in medical marijuana facilities throughout the country. The manifest is customizable to the regulations set forth in Rhode Island.

The system allows for the creation, retention, and customization of electronic manifests. The manifests will be customized prior to the opening of the business to include a full chain of custody documentation for all transport activities. The Chief Security Officer is charged with authorizing and ensuring the completion of all electronic manifests, copies of which will be retained for a seven year period as part of the organization's overall record keeping. The electronic manifest will include entries to document the chain of custody including the name and address of the Applicant's facility. The electronic manifest will include entries to document the chain of custody including an entry of the weight and description of packages approved for delivery along with notation on the number of individual packages. The electronic manifest will include entries to document the chain of custody including an entry documenting the name of the registered agent that prepared the shipment. The electronic manifest will include entries to document the chain of custody including an entry documenting the name and address of the licensed cultivator that the cannabis or cannabis product was procured from. The electronic manifest will include entries to document the chain of custody including an entry documenting any storage or handling instructions.

The Applicant's policies and procedures for transport of medical marijuana require that an electronic manifest be completed and retained as part of the organization's record retention program. Manifests will be integrated within the inventory control system, which has the ability to record all delivery records. The Chief Security Officer will certify each manifest prior to transport, and no deliveries will be made without a completed manifest and authorizing certification.

The electronic inventory control and tracking system allows for the creation, retention, and customization of electronic manifests. The manifests will be customized prior to the opening of the business to include a full chain of custody documentation. The

electronic manifest will include entries to document the chain of custody including an entry by the registered cultivation agent or registered facility agent that prepared the shipment with date and time. The electronic manifest will include an entry by the organization's transportation agent of the date and time of placement of a shipment into the medical marijuana transport vehicle. The electronic manifest will include an entry by the an agent of the licensed cultivator and the Applicant for receiving the shipment including the date and time of acceptance. The electronic manifest will include an entry documenting any other person that had custody or control of the shipment, the person's identity, the circumstance, duration, and disposition.

Transportation agents will be screened, vetted, and hired to conduct the secure transport of medical marijuana to licensed and registered Compassion Centers. The Chief Security Officer will have direct oversight of the transport program, and will serve as the direct report for all transportation agents. The Applicant will follow state law and regulation pertaining to the secure delivery of medical Marijuana, including requirements ensuring that products are secured during transport, communication is maintained from the organization to the point of delivery and return, recordkeeping and manifest of all deliveries is documented and recorded, and adherence to pre-approved transportation routes with accompanying GPS tracking capability is maintained.

The Applicant takes its responsibility to safely and securely deliver medical marijuana seriously and is a paramount goal of the organization. Transportation agents will be subject to a rigorous pre-employment review. Preference will be afforded to candidates with prior experience in law enforcement, private security, and logistics. Transportation agents will have clean driving records and be trained on all requisite state regulations pertaining to the delivery of medical marijuana. The organization believes that the secure transport of medical marijuana presents one of the greatest security threats to its operation, and intense oversight and training of staff is a chief concern

To ensure safety, the Applicant will not display any sign or illustration related to medical marijuana or the organization itself on any transport vehicle. All vehicles will be unmarked, with a goal of avoiding unwanted attention or security threats. Prior to each delivery, transport staff will conduct a visual inspection on the outside and inside of each vehicle to ensure there is no presence of identifying markers or signs.

All transportation agents of the organization will be required to wear a standard uniform that does not have any symbols related to the identity of the company or images or likenesses of marijuana. Additionally, no part of the uniform or clothing for transportation agents will indicate ownership or possession of marijuana. The Chief Security Officer will oversee all transportation agents and review their attire and dress prior to each shift. If an agent is wearing or presenting any clothing or images that show marijuana or possession/ownership of marijuana, they will not be permitted to transport medicine and will be required to change or alter their attire. The restrictions on marijuana symbols for transportation agents is in place to further promote the safety, security, and anonymity of agents.

The Applicant will follow state law and regulation pertaining to the secure delivery of medical marijuana, including requirements related to equipping transport vehicles with a locked storage compartment within which the marijuana being transported is secured, as well as transporting medical marijuana in a single authorized transport vehicle to be operated or occupied by a minimum of two authorized transport cardholders and subject to the requirement that at least one such cardholder remains in the transport vehicle at all times or transporting in two or more authorized transport vehicles that are operated or occupied by authorized transport cardholders provided that the vehicles travel together at all times during transport.

All transportation activities will provide for direct travel from originating cultivation facility to the Applicant, with no deviation. In the event of an emergency stop, a specific written account must be created and maintained that describes, the reason for the stop, the duration of the stop, the location of the stop, any activities that occurred during the stop, and any personnel whom may have exited the vehicle during the stop.

Also, during any transportation activities, the transportation agents must have their licensed cultivator identification cards on them, as well as the detailed transport manifest discussed above.

Agents to carry approved identification from the State, ensuring that products are secured during transport, communication is maintained from the organization to the point of delivery and return, recordkeeping and manifest of all deliveries is documented and recorded, and adherence to pre-approved transportation routes with accompanying GPS tracking capability is maintained.

Securing medical marijuana prior to transport begins at the Applicant's facility under the supervision of the Chief Security Officer, security division agents, and inventory control staff. Medical marijuana that has been cleared in inventory control for delivery is inserted into locked compartments within the transport vehicle. Access to compartments requires an individually assigned electronic passcode and a key. The Chief Security Officer and the transport agent will have access to the key codes and have keys. A radio-frequency identification chip will be inserted into the transport vehicle safe prior to each delivery. RFID tacking software will follow the transport from the organization to the delivery destination and monitored by security division staff. If there is deviation from the specified route (identified by GPS monitoring of the vehicle or the RFID chip in the transport safe), organization security staff will be alerted. If deviation occurs, the transport agent will be contacted to determine the reason for the change. If it is determined that a breach in protocol or threat is present, State and local law enforcement will be contacted with information pertaining to the vehicle's location. As a final security element of transport, a tamper-evident security strip will be affixed to the opening of the safe by the Security Division Chief. The licensed agents of the Applicant accepting the delivery from the organization will be instructed to view the seal upon delivery and attest that it has not been broken. If a seal has been broken, agents accepting the delivery will

be instructed not to accept the delivery and report that incident to the Chief Security Officer.

The organization believes that the presence of a secure locked compartment to house the transported medical marijuana, GPS vehicle monitoring, redundant access to the compartment (electronic code and key), RFID tracking technology, and tamper-evident identifying strips are all important steps that will maintain the integrity and security of medical marijuana during the transportation process.

Complementing the electronic capability will be a secure hard-copy system of record-keeping that ensures redundancy of data. All records related to distribution of medical marijuana will be maintained in the electronic inventory control system throughout all phases of the production process. Hard copies of records for all phases of production will be printed, documented, and stored at the facility along with additional copies stored at an off-site records storage facility. These records will be maintained for a seven-year period. Records will include a specific document for each distribution that includes the name and address of each recipient, quantity of medical marijuana delivered, and the batch number and lot number of each product. Distribution records will be stored by recipient name and filed according to date. This will allow for streamlined search capability in the event a record needs to be retrieved. On-site distribution records will be stored in fire-resistant storage containers that are locked and only accessible by licensed agents with clearance provided by senior management. Copies of all distribution records will be sent to the off-site records storage facility on a monthly basis. These records will be stored by date and filed by recipient name at the facility in fire-resistant storage containers that are secured and only accessible by licensed agents of the organization with clearance provided by senior management. In the event that records need to be retrieved from the off-site facility, the requested data can be searched by date utilizing recipient information data in the electronic inventory control system. No identifying information will be visible or marked on the secure file storage containers either at the on-site or off-site locations in order to maintain confidentiality. All hard copy records will be made available by the organization upon request of state regulators or law enforcement.

The hard copy of distribution records generated by the organization will include an identifier clearly indicating the name and address of the recipient receiving medical marijuana. When securely stored, this identifying information will not be visible from the outside in order to protect confidentiality.

In sum, the detailed transport manifest, will include departure date and time of departure; names, location addresses, and registration/license numbers of the originating and receiving registered/licensed facilities; product name or description and quantities (by weight or unit) of each product to be delivered to each specific destination location; arrival date and time of arrival, delivery vehicle make and model and license plate number, and names, registry identification card numbers, and signatures of the delivery agents. Importantly, as an additional protections, the Proposed Licensee, as an originating facility, will randomize all delivery times and routes.

In combination with the electronic inventory control and tracking system and hard copy records, prior to leaving the Applicant's facility, all medical marijuana will be weighed, inventoried, and accounted for on video of all of the medical marijuana that is to be transported.

In addition to the detailed transportation manifest, a copy of the contract and/or purchase order for which the transport is being made and documentation of the actual payment date, if prepaid, will be attached to the manifest. The detailed transportation manifest will be transmitted to the licensed cultivator prior to the commencement of transportation activities. Incorporated into any contract and or purchase order is mandatory language that both the Applicant and the licensed cultivator agree to retain copies at their respective facilities as part of record retention obligations. As a further mandatory term of any contract and/or purchase order, the licensed cultivator must weigh before departure and the Applicant must re-weigh upon arrival at our facility, re-inventory, and account on video for all medical marijuana subject to the transport within 8 hours of arrival.

After delivery, Applicant will adjust their records to reflect the delivery and such information will be entered into the tracking system. Any unusual discrepancies in the quantity described in the transport manifest and the quantities received shall be reported to DBR and municipal and State law enforcement within 24 hours.

In the event of any adverse event, such as a vehicle accident, diversion or other loss, the Applicant will report any such incident to DBR and State and local law enforcement as an emergency event.

The Applicant will conform and adopt any DOH Testing Regulations in general and specifically related to transport to a third party testing provider, when such rules and regulations are enacted by DOH.

❖ The Applicant will have a standard operating procedure to require an employee or compassion center agent to report any personal health condition that could pose a threat to customers or compromise the cleanliness or quality of the medical marijuana products the employee/agent might handle.

The Applicant has developed written standard operating procedures for the promotion of good growing and handling practices, including requirements that all registered cultivation agents (from cultivation licensees it procures from) practice good hygiene and wear protective clothing as necessary to protect the products as well as themselves from exposure to potential contaminants. All agents must be trained on the SOP for good hygiene and wearing protective clothing prior to working at the facility during their orientation session. Training on good growing and handling practices

continues throughout an agent's tenure at the facility, with regular in-service trainings and seminars to ensure compliance with the SOP. Management staff and team leaders at departments throughout the cultivation facility of any licensed cultivator we do business with must ensure compliance with these practices. All agents must abide by the good hygiene and protective clothing requirements in order to remain employed at the facility.

The SOP for good hygiene practices clearly documents the standards that must be upheld by our staff, as well as the agents of licensed cultivators we procure from including that any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with medical marijuana shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected.

All agents working in direct contact with medical marijuana shall conform to hygienic practices while on duty, including but not limited to:

- a. Maintaining adequate personal cleanliness;
- b. Washing hands thoroughly in an adequate hand-washing area(s) before starting work and at any other time when the hands may have become soiled or contaminated;
- c. Hand-washing facilities will be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities will be located in the facility and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- d. Refraining from having direct contact with medical marijuana if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.

Along with good hygiene practices that are included in all agent orientation training sessions, the SOP requires that signs are posted to instruct workers to wash hands prior to any direct contact with medical marijuana. Signs demonstrating how to wash hands (with soap and water after using restrooms) are posted in the restroom area.

Hand washing is an essential component of the good hygiene SOP. It states that hands must be washed before beginning or returning to work and after the following activities: using the restroom, smoking or tobacco use, taking breaks, handling trash containers or disposing of trash, using the telephone, handling money, coughing and sneezing. Hands are washed with soap for 20 seconds and dried with disposable towels. Water is turned off with the disposable towel. Towels are deposited in a covered receptacle. Hands are dried before putting on gloves.

Personal Hygiene is also a specific focus of the SOP training. All agents must: Wear clean work clothes; Have clean and cut nails; Take a daily shower; Eat in the designated break area; Not wear dangling strings or jewelry; and Tie back long hair.

Illnesses or personal health conditions that may present potential for contamination of medical marijuana is included in the SOP. Any worker who is ill or appears to be ill with a contagious disease will be sent home or assigned work away from an area where medical marijuana is present. There is also a blood and bodily fluid policy that states that any agent who gets a cut or has a nosebleed while working must stop immediately, contact a supervisor, and have it treated. A wound must be cleaned, disinfected, bandaged and gloved as soon as possible. Any medical marijuana that is contaminated with bodily fluids is discarded immediately and recorded in the inventory control system. All workers are trained on the location of first aid kits in each work area. All first aid kits include bandages, antiseptic solution, antibacterial ointment, and non-latex gloves.

Maintenance and cleaning of all equipment that comes in contact with medical marijuana at the organization is an ongoing priority. Contamination from equipment can contribute to the spread of molds, pathogens, or other contaminants that could have severe detrimental effects on inventory. We will conduct daily maintenance and cleaning of all equipment to ensure the optimal production conditions. As part of the maintenance and cleaning procedures, organization staff members involved in production will be required to maintain logs of all work performed. These logs will be maintained in every department of the organization where equipment resides. Agents of the facility will complete information on the date, time, and description of all maintenance and cleaning. The logs will be maintained in hard copy and electronic format and archived as part of the organizations business records.

To prevent the contamination of equipment in the facility that comes in contact with medical marijuana, our organization will implement an aggressive maintenance and sanitation method that conforms to the SOP. Contamination of equipment that comes in contact with medical marijuana can adversely impact existing stock and be a significant detriment to the operation. Our organization has developed a method for maintenance and cleaning of equipment that is focused on preventing contamination and preserving the medical grade of all medicine. The method is based on maintenance that is regular, thorough, and documented. These practices must also be incorporated into the activities of licensed cultivators we do business with.

Equipment that comes in contact with medical marijuana includes items within the cultivation areas as well as equipment in areas where medical marijuana is processed or transported. The maintenance and cleaning of equipment in these areas is regular, but on different schedules depending on location.

Equipment that comes in contact with medical marijuana in cultivation rooms at facilities we procure from can include undercurrent grow systems, plant buckets, mesh pots for holding plant medium, fans, lights, ventilation equipment, air conditioning

equipment, and CO2 generators. We will require that licensed cultivators we procure from employ a regular, daily review and maintenance check on all equipment to ensure all is in good working order. The review and inspection is logged and maintained in all maintenance and cleaning records. If any equipment is deemed to be deficient, it will be immediately replaced and documented in a maintenance log. As noted above, the Applicant will do the same as it relates to any equipment we may have the comes into contract with cannabis stock.

We will require the following from all cultivation facilities we procure from. Cultivation agents must tasked with keeping all cultivation rooms clean, sanitized, and free of any contaminants on equipment that may inhibit plant growth during a grow cycle. Cleaning in a grow room involves spot maintenance in affected areas to avoid disruption of a plant's individual growth. When plants are harvested in a grow room, grower agents must follow a SOP to completely disinfect, sterilize, and clean all facets of the room and the contained equipment. The cleaning after harvest (and before new plants come into the room) includes plant buckets maintained and cleaned with plant-safe cleaning agent called UC Roots. The remainder of the grow rooms and equipment is cleaned using a cleaning solution with isopropyl alcohol.

Equipment that comes in contact with medical marijuana outside of cultivation rooms can include trimming scissors, scales and measuring devices, work tables/station, trimming machines, shipping, and transport containers, and CVault curing containers. Grower agents at licensed cultivators that we do business with must employ a regular daily review and maintenance check on all equipment to ensure all is in good working order. The review and inspection must be logged and maintained in all maintenance and cleaning records. If any equipment is deemed to be deficient, it will be immediately replaced and documented in a maintenance log.

Grower agents at facilities we procure from must keep and maintain all equipment housed outside of grow rooms that might pose a contamination risk to medical marijuana stock. Daily cleanings and wipe downs of all equipment using isopropyl alcohol will be required of grower agents in conformance with the SOP. This includes cleaning equipment like trimming scissors, scales, work table and work stations, trimming machines, shipping, and transport containers, and any empty CVault curing containers. Cleaning and maintenance logs are maintained and certified by the grower agents completing the work and documented and stored as part of the organization's records.

Our SOPs of requirements for cultivation licensees that we procure from includes a thorough guide to maintaining a sanitized environment in all cultivation areas. Steps included in the sanitation SOP for medical marijuana include strict grower agent hygiene requirements, sterilization of all grow rooms upon completion of harvest and prior to the introduction of new plants in a room, and ongoing daily cleaning and maintenance schedules of all areas of the facility. This is a mandatory to do business with us.

Our organization's SOP for good growing and handling practices includes requirements for grower agents at facilities we do business with to wear protective

clothing as necessary to protect medical marijuana and the agent from exposure to potential contaminants. The protective clothing requirements vary according to position within the facility.

For agents that come in direct contact with medical marijuana plants, our SOP requires that licensed cultivators use disposable coverall suits, disposable hair caps, and disposable boot covers. The coveralls provide protection from exposure to any contaminants that may be present in the cultivation areas. They are made of breathable fabric with wet or dry strength. Efforts must be made to keep grower agents in the same grow rooms throughout the work day to prevent the potential for any cross-contamination from one room to the next. If any agent has to enter additional grow areas, they must be required to wear a new disposable coverall, boot covers and hair caps with each entry. Safety glasses are required for all grower agents working in grow rooms or drying rooms. Agents will be required to wear disposable, biodegradable, non-latex, powder free exam-quality gloves whenever coming in direct contact with medical marijuana. The SOP calls for eyewear that reduces glare from compact fluorescents and HID bulbs, while protecting eyes from UV and IR rays. Eyewear meeting these specifications allows for easier identification of potential pests and disease while grow lights are on. We will provide all such SOPs to licensed cultivators and will, on a bi-monthly basis, perform unannounced inspections.

For agents that do not come in contact with medical marijuana plants that are growing or are being dried, requirements for protective clothing are different. Agents working in trimming & packaging, labeling, inventory, and shipping & receiving, pursuant to our requirements to licensed cultivators we procure from, will be required to wear an apron provided by the organization that is designed to prevent microbial cross-contamination of the medical marijuana from the agent. Aprons are not permitted to leave the work area of the facility and are laundered daily. Agents will be required to wear disposable, biodegradable, non-latex, powder free exam-quality gloves whenever coming in direct contact with medical marijuana. Agents coming in contact with medical marijuana will also be required to wear company-provided hairnets or snoods, and disposable boot covers on all footwear.

The success of selling the highest quality medicinal cannabis and cannabis product at the Applicant is based upon good growing and handling practices at the licensed cultivators we procure from. As such, we will work closely with said cultivators to ensure the safest and best product is procured by us for sale to Rhode Island's patient community.

❖ The Applicant will provide for disposal and segregated storage of any medical marijuana or product that is outdated, damaged, deteriorated, misbranded, or adulterated.

Per SOP, any green waste, including unused, surplus, returned, or out-of-date medical marijuana, recalled medical marijuana, damaged, deteriorated, misbranded, adulterated and any plant debris (including dead plants, unused plants, and roots) will be weighed, accounted for in the electronic inventory control system, and destroyed in accordance with state regulation. Our agents will be trained in the SOP, which includes to use of a bokashi and compost disposal method in a segregated area of the building. Any and all medical marijuana waste will be rendered unusable and unrecognizable prior to disposal. The Applicant will rely on the following methods.

The Applicant will also dispose of medical marijuana waste products by grinding and incorporating the marijuana waste with non-consumable, solid wastes resulting in a mixture that is at least 50 percent non-marijuana waste. The non-consumable solid wastes that marijuana waste will be grinded and mixed with include: paper waste; plastic waste, cardboard waste, food waste, grease and other compostable oil waste; bokashi and other compost activators; and soil.

The main method of safe disposal will utilize the bokashi fermenting process. The bokashi fermenting process is a highly effective method of safely disposing of medical marijuana waste. In sum, Bokashi fermenting is a method of rapidly metabolizing all organic waste with naturally occurring soil microbes. It is 10 times faster than composting, produces no greenhouse gases, produces no heat, and takes only 7 days. The "pickled" waste material is then mixed with soil to return all the nutrients and the microbes to soil.

During the bokashi process, all organic will rapidly decompose and noxious odors, putrefaction, and gases are eliminated. No insects or rodents are attracted to the end product. It is accomplished in a remarkably small amount of space and requires no turning, mixing, aerating, or additional materials to complete.

Bokashi fermenting is very scalable. The Applicant can mix weeds, plant debris, food scraps including meat and dairy products, and any other organic material with no concerns about the carbon to nitrogen ratio. The Applicant can simply shred the material and place it in a proper fermenter. During the shredding operation a powder is added (wheat bran base inoculants) which is dispersed in the shredding step and then the material is left alone for 7 days in a sealed fermenter.

The fermenting conditions will kill all seeds and pathogens including E. coli and Salmonella. No methane is produced because the pH shifts to a mildly acidic profile as material is metabolized. Methanogens, the organisms that produce methane cannot survive under these conditions.

This will enable the Applicant to process all medical marijuana waste on site. In sum, the Bokashi process is a best practice for medical marijuana waste disposal because it allows for on site rapid disposal of all organic waste; far more efficient than composting as it takes only 7 days to ferment; Bio pulp mixed with soil results in highly enriched soil, improved microbial flora and enriched organic content soil; conserves water; requires no additional machinery or effort to process; eliminates odors; fermenting is phytotoxic killing weeds and their seeds; for medical marijuana waste there is no unnecessary chain of custody or additional tracking because waste is processed on site; eliminates greenhouse gas production in processing waste; and is the most sustainable agricultural method of waste management.

❖ The packaging and labeling of medical marijuana finished products will be in compliance with all applicable Regulations.

Labeling and Packaging

The Applicant's labeling and packaging practices as it relates to retail sales will comply with any and all State Law, Department of Health Regulation and/Department Regulation. This will include all packaging and labeling guidance and Medical Marijuana Program bulletins, including, but not limited to Bulletin Nos. 3, 4, 5 and 6.

All flower packaging will be opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All flower packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Flower Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC; 5.) Total CBD; 6.) Weight and 7.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product and 2.) Date of the harvest batch.

All required warnings will be placed in font 1.) no smaller than size 8 font • Bolded • Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.) Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.” • “Warning: It is unlawful to transport this product outside of Rhode Island.” • “Warning: For medical use by a registered patient only. Not for resale.”

“Warning: Smoking and Vaping is hazardous to your health.”

In addition, the OCR’s Universal Symbol must be on the package in an area larger or equal to 1 inch by 1 inch.

Concentrates Packaging and Device Requirements

All concentrators will be in a opaque, light-resistant, tamper-evident, neutral in color, certified as child-resistant and resealable. All concentrate packaging protects the product from contamination, does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Any and all cartridges and associated devices sold by the Applicant will have a consumer testing certificate that shows it is safe for its intended use. The Applicant will use one of two Rhode Island labs to meet this requirement.

Any device sold by the Applicant will have either internal or external temperature controls to prevent combustion. Any device sold will have temperature control that gives the consumer the option to change the power output on the device. Vaporizers that have this feature will display that showst he power selected. Some devices sold will have buttons that give the consumer the ability to accurately adjust thet emperature upward and downward. Notwithstanding, the Applicant will sell no device with a preset temperatures outside the temperature range of between 315 to 450 degrees Fahrenheit.

Any devices sold by the Applicant will contain a heating element made of inert material, inert materials being very stable when reacting with other substances, such as glass and ceramic.

Concentrate Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the

business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (which cannot exceed 500mg); 5.) Total CBD; 6.) Weight and 7.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2.) the processing technique or solvent(s) used to produce the product; 3.) a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to the product and 4.) Date on which the manufacturing batch was created.

All required warnings will be placed in font 1.) no smaller than size 8 font • Bolded • Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.) Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

“Warning: Smoking and Vaping is hazardous to your health.”

In addition, the OCR’s Universal Symbol must be on the package in an area larger or equal to 1 inch by 1 inch.

Edibles Solids and Single Serving Unit

Packaging Requirements

All edibles (sold, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All edibles (sold, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

A single serving unit cannot exceed 10mg THC

Edibles Solids and Multiple Single Serving Unit

Packaging Requirements

All edibles (sold, multiple serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All edibles (sold,

multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

A single serving unit cannot exceed 10mg THC within a multiple single serving units packaged together and a package of multiple single serving units cannot exceed 100 mg of thc.

Edibles Liquid and Single Serving Unit

All edibles (liquid , single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All edibles (liquid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

A single serving unit cannot exceed 10mg THC

Edibles Liquid and Multiple Single Serving Unit

Packaging Requirements

All edibles (liquid, multiple single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All edibles (liquid, multiple single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

A single serving unit cannot exceed 10mg THC within a multiple single serving units packaged together and a package of multiple single serving units cannot exceed 100 mg of THC. Further the package must contain a measuring device such as a measuring cap or cup.

Edibles Bundled Packages

A all bundled packages sold by the Applicant will contain more than the allowable amount of single serving units a patient/caregiver/authorized purchaser, pursuant to Section 1.14 of the Department's regulations.

All Edibles Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (single serving unit may not exceed 10 mg THC and there may be no more than 100 mg of THC per package; 5.) Total CBD; 6.) serving size; 7.) the number of servings per package; 8.) a “use By” date or expiration date and 9.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2.) Net weight of the product prior to its placement in the package; 3.) a list of all ingredients used to manufacture the marijuana infused product, including identification of any major allergens contained in the produce in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004, 21 U.S.C. Section 343 (2020), specifically mil, eggs, fish, crustacean shell fish, tree nuts, peanuts, wheat and soybeans; 4.) a nutritional fact panel in accordance with 21 C.F.R. Part 101; 5.) Date on which the manufacturing batch was created; 6.) if applicable, the processing technique or solvent(2) used to produce the product; 7.) if applicable, a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to product and 8.) if a medical marijuana topical, a list of all ingredients in descending order of predominance by weight or volume as applicable and the amount recommended for use at any one time.

All required warnings will be placed in font 1.) no smaller than size 8 font •Bolded•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.) Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

In slightly larger font, bolded and with priority placement "Effects of this product may be delayed by 3 or more hours.” If applicable, “For Topical Application – Do Not Eat or Smoke.”

In addition, the OCR's Universal Symbol must be on the package in an area larger or equal to 1 inch by 1 inch.

Ingestible Solid Single Serving Unit

All ingestibles (solid, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (solid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Solid Multiple Serving Unit

All ingestibles (solid, multiple serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (solid, multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Liquid Single Serving Unit

All ingestibles (liquid, single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (liquid, single serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Liquid Multiple Single Serving Unit

All ingestibles (liquid, multiple single serving units) will be in a opaque. light-resistant. tamper-evident. neutral in color. certified as child-resistant and resealable. All ingestibles (liquid, single multiple serving units) packaging protects the product from contamination. does not impart any toxic or deleterious substance to the product, fully encloses the product, does not contain any design, image, label or coloring that was not approved or required by the OCR.

Ingestible Bundled Packages

Any and all ingestible bundled packages sold by the Applicant will contain more than the allowable amount of single serving units a patient/caregiver/authorized purchaser, pursuant to Section 1.14 of the Department's regulations.

Ingestible Labeling Requirements

All required information will be in font no smaller than size 6 font. Font Types will be in Times New Roman, Calibri, Arial, Helvetica. The Fonts are Black or White and will be clearly printed in the English language.

The following information will be contained on the packages: 1.) The business(es) tradename(s) and license number(s) of the licensee(s) who produced the product; (2). the business or trade name and license number of the compassion center selling the product; 3.) Unique identifier; 4.) Total THC (in font larger than 6, underlined and in red); 5.) Total CBD (in font larger than 6, underlined and in red; 6.) serving size; 7.) the number of servings per package; 8.) a “use By” date or expiration date and 9.) Poison Control Contact Information (American Association of Poison Control Center (800) 222-1222). This information will be printed on the package.

Other information that will be on all packaging includes 1.) a complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product; 2). Net weight of the product prior to its placement in the package; 3.) a list of all ingredients used to manufacture the marijuana infused product, including identification of any major allergens contained in the produce in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004, 21 U.S.C. Section 343 (2020), specifically mil, eggs, fish, crustacean shell fish, tree nuts, peanuts, wheat and soybeans; 4.) a nutritional fact panel in accordance with 21 C.F.R. Part 101; 5.) Date on which the manufacturing batch was created; 6.) if applicable, the processing technique or solvent(2) used to produce the product; 7.) if applicable, a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the product or that were added to product and 8.) if a medical marijuana topical, a list of all ingredients in descending order of predominance by weight or volume as applicable and the amount recommended for use at any one time.

All required warnings will be placed in font 1.) no smaller than size 8 font •Bolded•Black font; 2.) In a bright yellow box; 3.) Times New Roman, Calibri, Arial, Helvetica and 4.) Clearly printed in the English language. These Required Warnings on the package are :

“Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children.”

Warning: It is unlawful to transport this product outside of Rhode Island.”

“Warning: For medical use by a registered patient only. Not for resale.”

In slight larger font, bolded and with priority placement "Effects of this product may be delayed by 3 or more hours.” If applicable, “For Topical Application – Do Not Eat or Smoke.”

In addition, the OCR's Universal Symbol must be on the package in an area larger or equal to 1 inch by 1inch.

The Applicant is aware that in order for a package to be considered child-resistant, the package must be tested and certified as meeting the federal standards set out in 16 CFR `700 by a qualified, third-party testing firm, two of which do business in Rhode Island. Any and all packaging for all products sold ny the Applicant will be in certified Child Resistant packaging.

Exiting Packaging

Any and all purchases made at the Applicant's facility will be placed in exiting packaging. The Exit Package ispaque, of a neutral color and child resistant. The package(s) within the Exit Package containing the retail-ready medical marijuana product will comply with all labeling requirements

Each and every single serving Unit of a medical marijuana infused producr shall be marked, stamped, or otherwise imprinted with the OCR-selected universal symbol.

The symbol will be directly on at least one side of the medical marijuana infused product. The stamp will be placed in a manner to cause the universal symbol to be distinguishable and easily recognizable. The universal symbol will be centered either horizontally or vertically on each standardized serving of marijuana; and if only imprinted on one-side, the imprinted side will be on the front or most predominantly displayed area of medical marijuana infused product. The size and width of the universal symbol will be of a size that is at least twenty-five percent (25%) of the serving's height or width, depending on if the symbol is placed horizontally or vertically, but not less than ¼ inch by ¼ inch. The following medical marijuana infused products will be stamped with the universal symbol: chocolate, soft confections, hard confections or lozenges, consolidated baked goods (e.g. cookie, brownie, cupcake, granola bar), or pressed pills and capsules.

Conformance with Supplemental Packaging Update

In accordance with Marijuana Program Bulletin 2020-8, "Rotating Warning," a d pursuant to 1.5(6)(c) of the Regulations, the Applicant will accompany all retail-ready medical marijuana products at the point of sale. The Applicant will do so by placing 1.) a sticker placed on each product at the point of sale displaying the warning;2.) a printout on the receipt for each patient/caregiver/authorized purchaser displaying the warning; 3.) a printout at the register area where medical marijuana products are purchased which must display the designated rotating warning in text no smaller than size 20 and bolded; or 4.) a rotating warning display plan approved by DBR. The rotating scheduled that will be implemented by the Applicant is as follows:

September 2020 - November 2020

Warning: Marijuana has intoxicating effects and may be habit forming and addictive."

December 2020 - February 2021

“Warning: Do not operate a vehicle or machinery under the influence of marijuana.”

March 2021 - May 2021

“Warning: Marijuana should not be used by women that are pregnant or breastfeeding.”

June 2021 - August 2021

“Warning: Early and frequent cannabis use has been associated with the onset of psychosis.

❖ Package of medical marijuana finished product will bear any allergen warning required by law.

The Food Allergen Labeling Consumer Protection Act (“FALCPA”) became law in 2004. This law ensures that there would be clearer labeling of food for the millions of people with food allergies. FALCPA went into effect on January 01, 2006. FALCPA updates the labeling requirements for all food products regulated by the FDA. FALCPA requires that foods be labeled to identify the eight major food allergens. The eight major allergens are: milk, egg, fish, crustacean shell fish, tree nuts, wheat, peanuts and soybeans. These 8 major food allergens identified by FALCPA account for over 90 percent of all documented food allergies in the U.S. The law also requires that the following be on the food label:

- The specific type of nut (e.g. almond, pecans, walnut, coconut).
- The specific type of fish (e.g. bass, flounder, Pollack).
- The specific type of crustacean shellfish (e.g. lobster, shrimp, crab).

Molluscan shellfish do not have to be labeled in this manner. Mollusks include oysters, clams, mussels, or scallops. They are not considered a major food allergen.

Labels on foods regulated by the FDA must list ingredients which contain one or more of the major food allergens in *one of two ways*:

- The common or usual name of the major food allergen must be followed by the food source in parentheses in the list of the ingredients. This will occur the first time the major food allergen is listed and does not have to be repeated each time the name of the specific food allergen appears.

Examples: "lecithin (soy)," "flour (wheat)," and "whey (milk)"

- There may be a section after or near the ingredient list called “Contains”. After the word “Contains”, there must be listed the name of the food source from which the major food allergen is derived.

Example: "Contains Wheat, Milk, and Soy."

As a final note, on August 2, 2013, FDA issued a final rule defining “gluten-free” for food labeling. This final rule requires that items labeled “gluten-free” meet a defined standard for gluten content.

Rhode General Laws and regulations promulgated by the Department of Health also contain the following requirements as it relates to food packaging. The product must contain Principal Display Panel that has the following information:

- State what the product is called.
- Provide a brand name if you want to.
- Do not use misleading names.
- Use large, bold type.
- Print the name in the middle of the label.

There must also be an Ingredient List, which contains the following information:

- List the common name of all ingredients from the most to least weight of the product.
- Include all sub-ingredients.
Example: *Flour (bleached wheat flour, malt barley, flour, niacin, iron, riboflavin).*
- If an ingredient is less than 2% by weight, it can be mentioned at the end of the list,
Example: *Contains 2% or less of citric acid, stevia leaf extract.*
- Include chemical preservatives and food coloring.

Also, there must be a nutrition facts section which includes information about the serving size, calories and key nutrients of the food. If required, the nutrition facts panel should be placed at the top of the information panel. A nutrition facts panel may be exempt for several specific reasons including: the size of the business, how the food is served or sold, if there are insignificant amount of nutrients, such as in spices, tea or coffee.

Further, Rhode Island General Laws provides that a warning must be provided on packaging for major food allergens in the product. Eight major allergens included are: milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, and soy. Any protein that was made from a major food allergen must be included. This can be done in one of two ways.

- List the name of the food source, followed by allergen name in parentheses.
Example: *flour (wheat), whey (milk)*. --OR—
- After the ingredient list, write "Contains" and list the allergens in the product.
Example: *Contains: wheat, milk*.

For tree nuts, state the specific type of nut. Examples: *almonds, coconut, pecans*. For fish or crustacean shellfish, declare the species. Examples: *walleye, shrimp, lobster*. The above represented the applicable Rhode Island General Laws and Federal Law on the subject, which will be following by the Applicant in strict adherence.

The Applicant will assure that a package of medical marijuana finished product does not bear any resemblance to the trademarked, characteristic, or product-specialized packaging of any commercially available candy, snack, baked good, or beverage.

The Applicant's packaging will only contain information required by law, as well as the Applicant's name, "Coastal Compassion Center." There will be no graphic, picture, drawing, photograph and/or any other type of display on said packaging that bears any resemblance to a trademarked, characteristic, or product-specialized packaging of any commercially available candy, snack, baked good, or beverage or any other product on the market. The rather "boring" packaging will be specifically designed to not be attractive to minors. Our cannabis and products will speak for themselves with quality and consistency and, thus, no such material on packaging is needed or will be used.

The Applicant will assure that a package of medical marijuana finished product does not bear any statement, artwork, or design that could mislead any person to believe that the package contains anything other than a medical marijuana finished product.

The Applicant's packaging will only contain information required by law, as well as the Applicant's name, "Coastal Compassion Center." There will be no graphic, picture, drawing, photograph and/or any other type of display on said packaging, including any text or other written information, that would constitute a statement, artwork, or design that could mislead any person to believe that the package contains anything other than a medical marijuana finished product. Our packaging is specifically designed to appeal to minors

and will contained all information required by law, but no other suggestive information whatsoever.

The Applicant will assure that a package of medical marijuana finished product does not bear any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children.

The Applicant's packaging will only contain information required by law, as well as the Applicant's name, "Coastal Compassion Center." There will be no graphic, picture, drawing, photograph and/or any other type of display on said packaging, including any text or other written information, that would constitute a cartoon or that would be attractive to children. The color scheme will be a solid opaque color, such as white, black, and will contain no vibrant colors whatsoever. Again, our packaging is solely meant to inform the patient with all information required by law; provide safe and secure packaging and be of an opaque nature so as to hide the contents from view.

The Applicant will ensure compliance with state and federal health and safety protocols, requirements and guidance with respect to the COVID-19 health pandemic.

At the time of writing and submission of the instant Application, the Governor has maintained the State of Rhode Island in Phase III of the Governor's Executive Regulations. Per guidance from the Department of Business Regulations as it relates to retailers, the Applicant will institute the following policies.

Rhode Island has asked all businesses to comply with physical distancing guidelines and to maintain a high level of sanitation and employee hygiene in alignment with CDC guidance. Recognizing that a compassion centers is may be liked to a grocer/large retailer (given that no cultivation or manufacturing occurs on site), the Applicant will adopt the guidance from the Department of Health as issued to grocers and large retailers.

Physical distancing

Per Executive Order 20-67, retail businesses may allow up to one customer per 100 square feet of store area. Retailers should ensure compliance with occupancy limits. Clearly mark six-foot spacing in check-out lines and other high-traffic areas, and consider ways to encourage spacing if there are lines outside the entrance. Post signage or use ropes to direct customers and to limit bottlenecks and encourage one-way traffic flow in high-density areas.

We will offer exclusive hours for those in high-risk populations, including older adults. During such times for high-risk populations, we will limit capacity to 10% of the normal capacity allowed by the State Fire Marshal or one customer per 300 square feet of store area.

We will also be designating employees to monitor physical distancing and assist customers; maximize space between customers and employees at checkout. With respect to cleaning and disinfection, we will designate employee(s) to ensure the cleaning guidelines set by the CDC are followed.

Finally, we will create a simple, secure and effective web portal for pre-order and pick-up. Should the Department approve of a pre-order and pick-up service, we intend to provide drive thru services, within our gated property, to facilitate a safe way for patient access to medicine during Covid-19. Per our security regulations, any and all areas of pick-up will be monitored by security staff, 24/7, 365 day video surveillance and patient log in, as well as anything else required by the Department of Business Regulation. Further, to the extent approved by the Department of Business Regulation and per the transport protocol established elsewhere in the instant Application, the Applicant will seek to establish a delivery service during the COVID-19 pandemic.

EXHIBIT E

APPLICANT'S BIOGRAPHY

In order to procure medical cannabis that is of the highest quality for qualifying patients in Rhode Island, Coastal Compassion Center has put together a team of individuals and experts that are well equipped to procure high quality cannabis and products from licensed cultivators and sell such cannabis and products to Rhode Island's patients in a safe; compliant; transparent and equitable manner. Our management team enjoys the experience, knowledge, and training that will result in a Compassion Center Licensee that follows standard operating procedures that are tested and proven. Our team is prepared to implement the SOP for facility design, equipment selection, agent recruitment and training, standardized tracking of medical cannabis and adherence to all state law and regulations on the production and distribution of medical cannabis to Rhode Island patients.

Our experience is deep. Our management team has a diverse background, including decades of work in numerous setting, ranging from careers in public service; healthcare; holistic care; law enforcement and security; pharmacy; insurance; real estate and the medical cannabis/marijuana sector.

Training is an important component of the core competencies offered by our leadership team. Through hands-on work and experience in commercial ventures and patient care settings, we have the requisite real-world training to implement a dispensary facility in Rhode Island that will set the standard for providing high quality, consistent medicine to patients. The training completed by our leadership team has been encapsulated in an overall training program for all agents that will work at our facility, focused on best practices and uncompromised adherence to proven SOPs.

Our organization believes that the opportunity in Rhode Island for a limited number of Compassion Center licenses presents a critical challenge for the Department of Business's Medical Marijuana Program in determining the best applicants for this vitally important public health service. To be one of a limited number of licensees given the privilege of procuring and providing medical cannabis and products for qualifying patients that suffer from serious medical conditions is a challenge our team does not take lightly. We have spent great time and effort formulating the best practices and the optimal leadership team to carry out the directives of state law and regulation in Rhode Island. Our experience, knowledge, and training is extensive, and we look forward to implementing our plan for the benefit of those who need it the most.

Our Commitments:

- Operate with complete adherence to state and local ordinances, and maintain a solid working relationship with all government authorities, including law enforcement and DBR and DOH officials.
- Maintain financial viability to support our ongoing mission as an organization whose purpose is to serve patients, their authorized purchasers, while being a friend to the community and other stakeholders.
- Maintain a physical environment and organizational culture where all are treated with respect, compassion and care.
- Be a good neighbor to local residents and businesses by engaging community leaders and citizen groups as a responsible service provider.
- Integrate the knowledge of our clinical leadership team and industry partners to procure medical cannabis, including strains high in CBD, that best address specific symptoms and conditions.
- Serve our community, both patients and non-patients alike, through charitable community events, educational programs, and services.

Thomas Falcone

Director on Board of Directors, President and Chief Executive Officer

Thomas L. Falcone will serve as a Director on the Board of Directors of Coastal Compassion Center, a Rhode Island Non-Profit Corporation. He will also serve as Coastal Compassion Center President and its Chief Executive Officer.

Mr. Falcone has 40 years of professional experience in a management capacity and a long history of serving on boards in various capacities. He has served as a Member at Large in the Rhode Island Democratic State Committee; a Board of Director for the Light Foundation and a Board of Director for Blue Cross Blue Shield of Rhode Island. In his managerial capacity, he has served as a Director for a Compliance Department for a major lender and, in doing, so managed loan officers; developed protocols for processing and underwriting and managing complex software systems. He also started a National mortgage lending company wherein he was responsible for day-to-day operational

compliance; analyzing economic conditions, business trends, industry trends and potential markets.

Mr. Falcone has also enjoyed a long history of public participation as a Senior Project Coordinator for the Rhode Island General Assembly wherein he evaluated Legislative grant applications; coordinated and maintained records for special events and operations personnel for the Speaker and Majority Leader of the Rhode Island House of Representatives. He also served as deputy Chief of Staff to the Speaker of the Rhode Island House of Representatives to operate an effective Legislative operation. Further, in the public sphere, he served as the Executive Director of the Joint Committee on Legislative Services. In this role he oversaw personnel, payroll and benefits, purchasing, legislative grants, and accounts payable. In addition, he oversaw the preparation of the State's budget.

The foregoing demonstrates Mr. Falcone's lengthy experience in managerial roles ensuring compliance in highly regulated market places and doing so in a transparent manner with great oversight. Not only has Mr. Falcone served in these supervisory roles in private business and public civic participation, but also done so in the technology field as the Director of an automated business solutions company providing for IT Services.

In addition, Mr. Falcone has robust experience serving as a director on the board of directors of two (2) major non-profit corporations. He served in this capacity for Blue Cross and Blue Shield of Rhode Island for 4 and ½ years wherein he other Board of Directors Members charted the course of the company and for the Light Foundation, a non-profit setup by former Patriot, Matthew Light, for the benefit of at risk teens. Moreover, Mr. Falcone served on the Light Foundation's Financial/Fiscal Subcommittee and was responsible for ensuring that the Foundation's assets were protected; that the organization had the financial support to achieve its missions and endeavors and that all regulatory and tax obligations were satisfied.

Presently, Mr. Falcone is the managing member of a real estate development company and has been focusing, in large part, on all matters related to Coastal Compassion Center and its potential future as a licensed Rhode Island Compassion Center. In short, Mr. Falcone has all the skill sets necessary to thrive as Director, President and Chief Executive Officer of a Rhode Island licensed Compassion Center. He is part of a team that provide a multi-faceted and dimensioned group of industry leaders. His experience managing//supervising/operating in markets that deal with complex technologies and that are highly regulated in a transparent, honest and forthright manner is indispensable to Coastal Compassion Center's ability to comply with State law and DBR's, as well as DOH's, Rules and Regulations. Mr. Falcone's Resume is attached to CC Form 4, Annex A of this Application.

He was also a friend of deceased State Representative Thomas Slater and worked, as noted above, at the General Assembly during the genesis of the program. As such, his knowledge of the history of the program, as well as its current

form, is quite extensive. Through his career at the Statehouse and operating in complex private regulatory markets, he is well adept to serve as the Applicant's Chief Compliance Officer and will do so.

Christopher W. Soleau

Director on Board of Directors, Vice President/Treasurer and Chief Financial Officer

Mr. Soleau is an Insurance Executive with over 30 years in health care insurance benefits; healthcare administration and healthcare financial services as a facilitator, leader and skilled collaborator as it relates to administration, sales, leadership and cross-functional team building. In his career, Mr. Soleau has a great deal of management experience spearheading strategic direction, long range planning, budget review, sales, as well as leadership of personnel and management, while additionally insuring compliance with policies.

At present, Mr. Soleau is the managing agent and consultant for a healthcare solutions company providing insurance alternatives for employer sponsored employee benefit plans, such as ERISA based self-funded, split funded and level funded, life, medical, dental, disability, employee wellness programs, property and casualty insurance solutions for brokers, agents, third-party administrators and employers in the New England area. He is also a skilled physician contracting agent with years of experience analyzing and negotiating quality care and discounts on behalf of insured employees.

Mr. Soleau's vast experience as chief executive offer of a health insurance solution company, a highly regulated market, advocating for and proving healthcare alternatives to employers and employees, will render him well equipped to serve as Director, Vice President, Treasurer and Chief Financial Officer to Coastal Compassion Center.

Alexander Dowlatshahi

Director on Board of Directors, Secretary and Chief Operating Officer

Mr. Alexander Dowlatshahi will serve as a Director to the Board of Directors of Coastal Compassion Center, as well as Coastal Compassion Center's Corporate Secretary and Chief Operating Officer. His professional background includes owning and managing a golf course ranger wherein he assisted and provided customer service to patrons; ensured that all equipment met safety guidelines; kept an organized and clean environment; ensured the place run efficiently and met the patron's expectations and operated the cash register and make all the bank deposits as needed.

Subsequent to his ownership of the above-referenced golf range Mr. Dowlatshahi served as a Construction Foreman to both Gashy's Construction, as well as Green Hill Builders of RI, and continued to serve in those capacities where he is responsible for the following: assisting in planning, scheduling, or coordinating construction project activities to meet deadlines; assisting in the supervision of workers at the construction site; operating machinery as a loaders, excavators and backhoe as needed; assisting in the installation of septic systems; purchasing and delivery supplies to the different construction sites and consulting with buyers/customers on specific requests for finished work. Further, Mr. Dowlatshahi also presently works as a real estate agent for RE/MAX Professionals wherein he has the following responsibilities: preparing paperwork such as contracts, purchase agreements, closing statements, deeds, and leases; presenting purchase offers to sellers for consideration; acting as an intermediary in negotiations between buyers and sellers; generate lists of properties that are compatible with buyers' needs and financial resources; selling, for a fee, real estate owned by others and obtaining agreements from property owners to place properties for sale with real estate firms.

Based on the above, Mr. Dowlatshahi is well adapted to provide customer and personal services to our Patients, and to ensure the highest quality standards for services; to supervise and train new employees; to motivate team members and to provide excellent organizational and time management skills to oversee and complete daily dispensary tasks and to plan for the future of operations. Mr. Dowlatshahi has all the tools and skill sets necessary to serve Coastal Compassion Center and its patient based as Chief Operating Officer.

Darren H. Delaney

Director of Security

Mr. Delaney will serve as our Director of Security. He has enjoyed a long career in law enforcement and security as an officer, trainer, educator and professor. In his various roles he has extensive experience in development, planning and implementation of police and security administrative programs, policies and procedure, as well as preparing and managing budgets. He is a graduate of the United States Secret Service basic and advanced Dignitary Protection Academy and has served in numerous professional leadership roles reviewing, developing, implementing security and safety policies, procedures and culture. Mr. Delaney possess Federal Bureau of Investigation (FBI) National Secret Security Clearance.

By way of educational background, he holds a bachelors degree in Administration of Justice and attended Bryant College Center for Management Development Police Leadership Development, as well as obtained a Masters in Administration of Justice.

He has served as a police officer, detective, sergeant, lieutenant, captain, adjunct criminal law professor and, presently, as the President of a multi-discipline consulting firm with expertise in national regulatory compliance standards and policy implementation; security vulnerability assessments, emergency preparedness for incidents such as workplace violence, sexual harassment and active shooter situations;

business continuity planning and safety & security training to a wide range of clientele, including, but not limited to, federal and state agencies and authorities, local municipalities, and commercial organizations. Further, Mr. Delaney has served as the Director of day to day security and corporate safety operations for a major Fortune 5000 Company with personal responsibility for the safety and security of over 4000 employees in 10 locations around the United States and England.

As such, based on the above qualifications, Mr. Delay is well equipped to serve as our Director of Security overseeing Coastal Compassion Center's Security and Safety Plan and associated standard operating procedures. Mr. Delaney will oversee selection, installation, training, maintenance and update of all video surveillance; alarm systems; biometric card readers; lighting; cyber security and patient confidentiality systems. In addition, Mr. Delaney is well versed on our BioTrackTHC seed-to-sale tracking and inventory software system. He, of course, per our Security and Safety Plan will serve as the point-of-contact for DBR, DOH and RISP as it relates to any diversionary or emergency events. His long history in law enforcement; training and post-secondary education makes him ideal for handling all internal investigations and facilitating full transparency and cooperation with external investigations performed by public agencies and authorities.

David J. Broccoli

Director of Patient Care

Mr. Broccoli is a Registered Pharmacist in the State of Rhode Island and the Commonwealth of Massachusetts. Presently, Mr. Broccoli is a Clinical Pharmacist at Neighborhood Health Plan of Rhode Island located in Smithfield, Rhode Island. In this position, he is responsible for all authorization and organization determination requests and must maintain all fiduciary duties to state and federal regulators while doing so. Mr. Broccoli must implement and oversee all stand operating procedures related to authorization criteria and clinical medical issues so as to ensure that patients/members receive safe, appropriate and cost-effective pharmaceutical care. At this present position, Mr. Broccoli is also responsible for having create standard operating procedures to ensure property day-to-day to day functionality of pharmacy team operations, as well as to help design and realize pharmacy and medical cost-saving initiatives. As a final note, in his present position with Neighborhood Health Plan of Rhode Island Mr. Broccoli is involved in important research initiatives wherein he researches and reviews literature as part of a Pharmacy and Therapeutics Committee. Prior to this position, Mr. Broccoli served as staff Pharmacist for Omnicare Pharmacy of Coventry, Rhode Island and a Pharmacy Manager Walgreens located in Providence, Rhode Island.

Mr. Broccoli experience proving members/patients with the best medicine and service as a staff Pharmacist; Pharmacy Manager and Clinical Pharmacist renders him an indispensable part of our team as the Director of Patient Care. In this role, Mr. Broccoli will oversee the day-to-day facilitation of getting patients the exact medicine, in the exact medium, they need; ; coordinate with Cultivation Expert and Procurement Agent on

matters of research and development; oversee the implementation of our community outreach and educational programs and otherwise work with our Chief Compliance Officer and compassion center staff to answer patient inquiry; to provide any information regarding cannabis and products offered at our facility. In addition and of the utmost importance, Mr. Broccoli will serve as the coordinator, along with the Chief Compliance Officer, for receiving and responding to any patient complaints or implementing any recall and segregation standing operating procedures in connection with tainted cannabis or product. As such, Mr. Broccoli has extensive on our BioTrackTHC seed-to-sale tracking and inventory control system software. His vast knowledge of recalls and segregation procedures obtained as a pharmacist in conjunction with his great familiarity with the BioTrackTHC system will place Coastal Compassion Center in the best position to deal with any patient complaints related to cannabis or product and to have the ability to recall and segregate any and all tainted cannabis or product. Accordingly, Coastal Compassion Center has the right systems and staff in place, such as Mr. Broccoli, to ensure that patients get high quality medicine that is particular tailored for their needs/illness and individuals available tot hem that may answer any questions they have relative to the medicine they are consuming.

Most recently, among other such courses, Mr. Broccoli participated in a continuing education class related to the “Role of Cannabis During the Specturm of Cancer Treatment,” offered by PharmCon an entity licensed to offer such courses to pharmacists by the National Association of Boards and Pharmacy (“NABP”) and the Accreditation Council for Pharmacy Education (“ACPE”). Mr. Broccoli has and will continue to participate in such continuing education programs to be in the best position to serve as the Director of Patient Care at Coastal Compassion Center.

Alicia DeCesare

Cultivation Expert/, Buying/Procurement Agent and Quality Assurance Officer

Alicia DeCesare is our cultivation expert; buying/procurement agent; quality assurance officer, as well as research and& development agent. She will oversee all procurement of cannabis and product from licensed cultivators as it relates to selection of cultivator licensees to procure from; specific strains; concentrates, tinctures, edibles and other cannabis mediums for procurement and quality assurance examinations/inspections throughout the cultivation cycle. Ms. DeCesare will ensure that any cultivator licensee Coastal Compassion Center procures from will have implemented and maintained the highest quality stand operating procedures in order to ensure that she is able to procure and deliver to Rhode Island Medical Marijuana Patients the best quality medicine at the most competitive patient-based prices.

from August 2011 to present. As such, she has served in this capacity since the infancy of Rhode Island Medical Marijuana Program, long before any compassion center was in

operations. In her role as a Cannabis cultivator or processor for patients through the Rhode Island Medical Marijuana Program, she has garnered a detailed knowledge of soil, hydro and aeroponic system; detailed knowledge of a vast assortment of soils and growing mediums; detailed knowledge of nutrient requirements for sativa, indica and hybrids; extensive experience in an assortment of lighting strategies including HID & LED; extensive expertise in trimming and manicuring for optimal shelf appeal and life; strong working knowledge of extraction methods and procedures and high proficiency in edible and topical preparations. Ms. DeCesare was instrumental in the creation and maintenance of a local group of over 200 registered Caregivers and Patients. She facilitated monthly meetings, and was vital in the creation of a private online forum dedicated to supporting RI caregivers and patients.

In the process of acquiring these skill sets over the past decade, Ms. DeCesare has treated patients with Cancer; Chron's Disease; Epilepsy; PTSD; Chronic Pain & Nausea and Anxiety. Ms. DeCesare has trained extensively on the BioTrackTHC tracking and inventory control system software. In addition, since 2012, Ms. DeCesare has attended over 20 industry conferences and trade shows, as well as spending countless hours researching and developing cannabis breeders, strains, extraction techniques and delivery methods. Moreover, realizing the need to properly identify the contents as well as potential contaminants in the products she was creating, in 2013 Ms. DeCesare purchased a Gas Chromatograph machine and learned how to properly test her products. In 2015 Ms. DeCesare attended and completed a week-long master class on cannabis extraction and preparation at SkunkPharm Lab. Ms DeCesare's lifelong passion for baking and cooking, teamed with her passion and dedication to medical cannabis has resulted in the creation of hundreds of distinct edible and topical cannabis products.

In 2016, Ms. DeCesare partnered with Dr. Lucile Vega, a Rhode Island physician whose work and research regarding cannabis has been featured on CNN, MSNBC and may other media outlets. The experience gained by working directly with an experienced doctor with specific cannabis experience has proven invaluable. Dr. Vega's vast medical knowledge, teamed with Ms. DeCesare's deep knowledge of cannabis cultivation and extraction has greatly improved the quality of care Ms. DeCesare has been able to offer her patients.

As a result of the foregoing experience, Ms. DeCesare is a high quality candidate to serve as our cultivation expert; procurement agent and quality assurance officer. In working with Coastal Compassion center, Ms. DeCesare will continue expanding on and sharing her knowledge, and is committed to providing the highest level of products and care available to Rhode Island patients.

Stephanie S. Silva

Director of Community Outreach

Ms. Silva will serve as Coastal Compassion Center's Director of Community Outreach. In this role, she will work closely with our Director of Patient Care and our Chief Executive Officer. She has an associate's degree in occupational health & hazard; a bachelor's degree in business administration and a masters of science in kinesiology.

During her career, Ms. Silva has served as a Patient Advocate, Project Coordinator and Yoga Therapist at Maine Integrative Healthcare where she facilitated supportive patient relationships and day to day operations for integrative family medical office specializing in prescription medical marijuana for infant to senior patient population. In this capacity, Ms. Silva maintained accurate medical records, coordinated patient scheduling, and prepared patient/provider correspondence. She also coordinated design and launch of new company website and constant contact initiative overseeing content creation while managing regular site maintenance, email marketing, and communications. In addition, at this same practice, she maintained onsite yoga studio working with physician referred patients providing instruction to relieve discomfort caused by structural imbalance, myofascial restriction, illness, injury, and stress.

Presently, Ms. Silva founded and manages day to day operations of Holistic Health Services Company providing yoga education, classes, and massage therapy. Developed and executed services and class programs, marketing campaigns, and membership recruitment efforts. In this role, she oversees facility management ensuring safe and peaceful environment. Moreover, she has specialized training, certification, and services for treatment of TMJD and Lymphatic Disorder. In addition, to founding her own holistic health services company featuring yoga and massage therapy, she also served as the Occupational Safety & Health Coordinator for Thayer Corporation, an HVAC mechanical contractor offering design build/service solutions for commercial facilities. Ms. Silva is presently responsible for developing and executing company-wide safety & health initiatives, policies, and procedures. She also oversees and coordinates insurance, safety/emergency plans, site inspections, and employee evaluations, as well as developed annual, quarterly, and monthly wellness/safety initiatives and incentives reducing workers compensation MOD rate from .98 to .75; produced, and coordinated continued health and safety training for 40+ off-site employees and created and implemented HQ facility and employee equipment safety inspection programs, procedures, and emergency action plan.

Prior to that endeavor, she worked for Lifespring Microclimates where she spearheaded business development efforts for start-up subsidiary; worked with cross-functional team delivering commercial cannabis cultivators actionable guidance for design and establishment of efficient, code-compliant agriculture, processing, and laboratory facilities and conducted nationwide research, identification, and initial

communication with pending state cultivation license application holders.

Based on her multi-faceted skill set and experiences, Ms. Silva will fit perfectly at Coastal Compassion Center and will specifically oversee our Neighborhood Compatibility Plan; Environmental Mitigation Plan and Community Outreach Plan. She will also work in conjunction with the Director of Patient Care to provide various holistic programs to pure patient base including some of the aforementioned activities, such as yoga and massage and many others to aid and other assist in healing/treating our patient base.

Elvis Macedo

Assistant Quality Control Officer and Assistant Buyer/Procurement Agent

Elvis Macedo Assistant Quality Control Officer and Assistant Buyer/Procurement Agent

Mr. Macedo will serve Coastal Compassion Center as our Assistant Quality Control Officer and Assistant Buyer/Procurement Agent. He will work closely with Alicia DeCesare, our Quality Control Officer and Buyer/Procurement Agent. Mr. Macedo's experience, personality and aptitude make him a great fit for Coastal Compassion Center.

Presently, Mr. Macedo is a Real Estate Agent for Williams & Stuart Real Estate. Prior to this position, Mr. Macedo worked in various positions as a registered agent of the Thomas C. Slater Compassion Center wherein he has served the roles of (1) patient advisor; (2) team leader and (3) dispensary assistant manager.

With respect to his role as patient advisor, Mr. Macedo:

- researched benefits and other characteristics of new strains and products;
- continuously enhancing knowledge of cannabis and current regulations;
- advised over 90+ patients daily on what products would best suit their medical needs;
- opened and closed duties such as setting up display cases, counting and closing register draw, cleaning displays; operating the point-of-sale system and
- working closely with management to ensure inventory was stocked to fulfill needs of patients^[1] and maintaining an efficient flow to serve within the facility while ensuring patient needs were being met.

After obtaining the experience of Patient Advisor, Mr. Macedo took on the role of Team Leader wherein he had the following obligations:

- supporting managers and performing management duties when manager was absent or out of office;
- answering questions, helping with problem solving, and overseeing team work for quality and guideline compliance;
- providing encouragement to team members, including communicating team goals and identifying areas of improvement and
- providing quality customer service, including interacting with customers, answering customer enquiries, and effectively handling customer complaints^[1].

Thereafter, Mr. Macedo was elevated to the position of Dispensary Assistant Manager. In this role he took on numerous supervisory and management roles, as well as helped the Thomas C. Slater adapt to serve its patients while within the COVID-19 pandemic. These duties may summarized as follows:

- assisting manager with interviews and hiring of all sales staff;
- overseeing 30 patient advisors including scheduling, job training and daily duties;
- handling patient complaints and discrepancies;
- creating and implementing daily specials and promotions; researching benefits and other characteristics of new medicinal strains and products to educate sales staff;
- open and closing duties such as setting up display cases, counting and closing register drawers;
- studying latest medicinal cannabis studies and breakthroughs for particular ailments and disease;
- training all new employees how to operate point-of-sale and seed-to-sale tracking software; working closely with inventory and production to ensure the sales floor is stocked with product;
- designing and ordering all non medicinal merchandise;
- acting as liaison between sales staff and all other departments;

- solving various problems/issues in all areas of sales and marketing (also IT, software troubleshooting);
- creating events for patients to participate in such as community clean-up, fundraising efforts and food;
- providing inventory functions, transferring products, adjusting prices;
- implementing a Kiosk Express system and teaching patients how to use;
- implementing online ordering system and outdoor drive thru (COVID-19)^[L]_{SEP} and
- serving as Interim Manager (March 2020-August 2020).

Based on the foregoing experience and skills, Mr. Macedo is a great candidate to serve as our Quality Assurance Agent and Buyer/Procurement Agent

EXHIBIT E

Proposed Varieties and Product Types

With respect to certain strains that we insist that licensed cultivators cultivate and utilize in the various products that will be procured and offered are as follows:

Space Queen

Space Queen is a legendary hybrid created by famed breeder Vic High of BC Growers Association. A cross between Romulan and Cinderella 99, Space Queen presents a wide array of phenotypes, all of which possess great potency and some variation of a fruity aroma. The most sought after of these is a large, resinous, high yielding plant that smells of apples, vanilla and cherries, and has a delicious cherry taste when properly cured.

Purple Trainwreck

Purple Trainwreck, also called Granddaddy Wreck, is a true powerhouse that combines Granddaddy Purple with Trainwreck. The classic spicy lemon scent of Trainwreck is met with berry undertones to create a sweet, pungent grape-like flavor. The frosted purple buds are hard to take your eyes off of, while the euphoric, energetic effects are sure to lift any pain or depression you might be struggling with.

Girl Scout Cookies

Girl Scout Cookies, or GSC, is an OG Kush and Durban Poison hybrid cross whose reputation grew too large to stay within the borders of its California homeland. With a sweet and earthy aroma, a little goes a long way with this hybrid, whose THC heights have won Girl Scout Cookies numerous Marijuana Cup awards. Patients needing a strong dose of relief, however, may look to GSC for severe pain, nausea, and appetite loss.

Uk Cheese

UK Cheese is a popular hybrid strain known for its potent, balanced effects and signature musty cheese smell. The flavor is also unique with notes of berries and spicy cheese (one that may just have to be tasted rather than described). This strain is thought to be a specific phenotype (same genetics, different end result) of Skunk #1 that was originally cultivated in the early 1990s by a UK collective group known as “Exodus.” (As a result, this strain is also known as Exodus Cheese.) UK Cheese became popular for its energetic, euphoric head effects combined with its impressive pain relief potential. It quickly spread beyond the borders of its British home. Most users experience alert, sativa effects that allow for mental relaxation without sedation, but it may hasten bedtime for some. Effects tend to be felt in the head first, generally around the eyes, then spread throughout the entire body, producing muscle relaxation.

Death Star

Death Star is the potent cross of Sensi Star and Sour Diesel and has the shared sativa and indica effects of its parents. It has a mixed taste that combines sweet, skunk, and fuel aromas into a very potent fragrance that isn't easy to hide. This strain may not have the ability to destroy planets, but it does have quite the powerful buzz. Effects can be slow to onset, but once they do, Death Star takes away all cares and replaces them with a state of relaxed euphoria. Great for daytime or nighttime use, this Ohio native now has fans throughout the country. –Leafly.com

Tangie

Tangie is a fantastic offering from DNA Genetics in Amsterdam that has quickly gained popularity in its home and is spreading elsewhere. This strain is a remake of sorts of the popular version of Tangerine Dream that was sought-after in the 1990s. The genetics on this strain are a cross of California Orange and a Skunk hybrid, and its citrus heritage is the most evident in its refreshing tangerine aroma. As a plant, Tangie produces sticky buds that provide euphoric yet relaxed effects.

Somango

Somango from Soma Seeds is a 75% indica strain bred by crossing Jack Herer, Super Skunk, and Big Skunk Korean. Formerly known as Soma #5, Somango was later renamed after its fruity mango aroma. Despite its heavy indica genetics, Somango's effects are uplifting and cerebrally-focused. Creative minds will enjoy the clear-headed and functional euphoria brought about by Somango, allowing focus and productivity.

Lemon OG

What this skunky indica lacks in longevity it makes up for in speed. A cross between the mythical Las Vegas Lemon Skunk and The OG #18, Lemon OG provides users with a quick-acting sleepy head sensation. While Lemon OG has inherited a skunky aroma from its kush relatives, this particular strain is mild tasting and pleasant smelling with fruity undertones. Lemon OG tends to feel more psychoactive than other members of the kush family, but still offers a heavy, medicated feel. The strain is great for stress relief and increasing appetite. These plants usually flower in 8-10 weeks.

Valentine X

This strain offer the highest concentration of CBD in our proposed medical cannabis menu, with consistent cannabinoid profiles including independent test results documenting a 25:1 CBD to THC ratio. Valentine is a 50/50 Sativa/Indica hybrid mix. It is a phenotype of another CBD-rich strain we will grow (ACDC). Independent test results have shown Valentine to be closely related to ACDC, with a terpene print that is slightly different.

ACDC

This strain is considered to be the ultimate high-CBD medicine. It was developed from a cross breed of CannaTonic and Ruderalis, resulting in a 50/50 Sativa/Indica hybrid mix. Consistent independent laboratory test results have shown this strain to have a CBD content of 19% with 0.9% THC – making this strain essentially THC-free. ACDC has a fresh pine scent and the flowers have a great deal of sticky resin glands (trichomes).

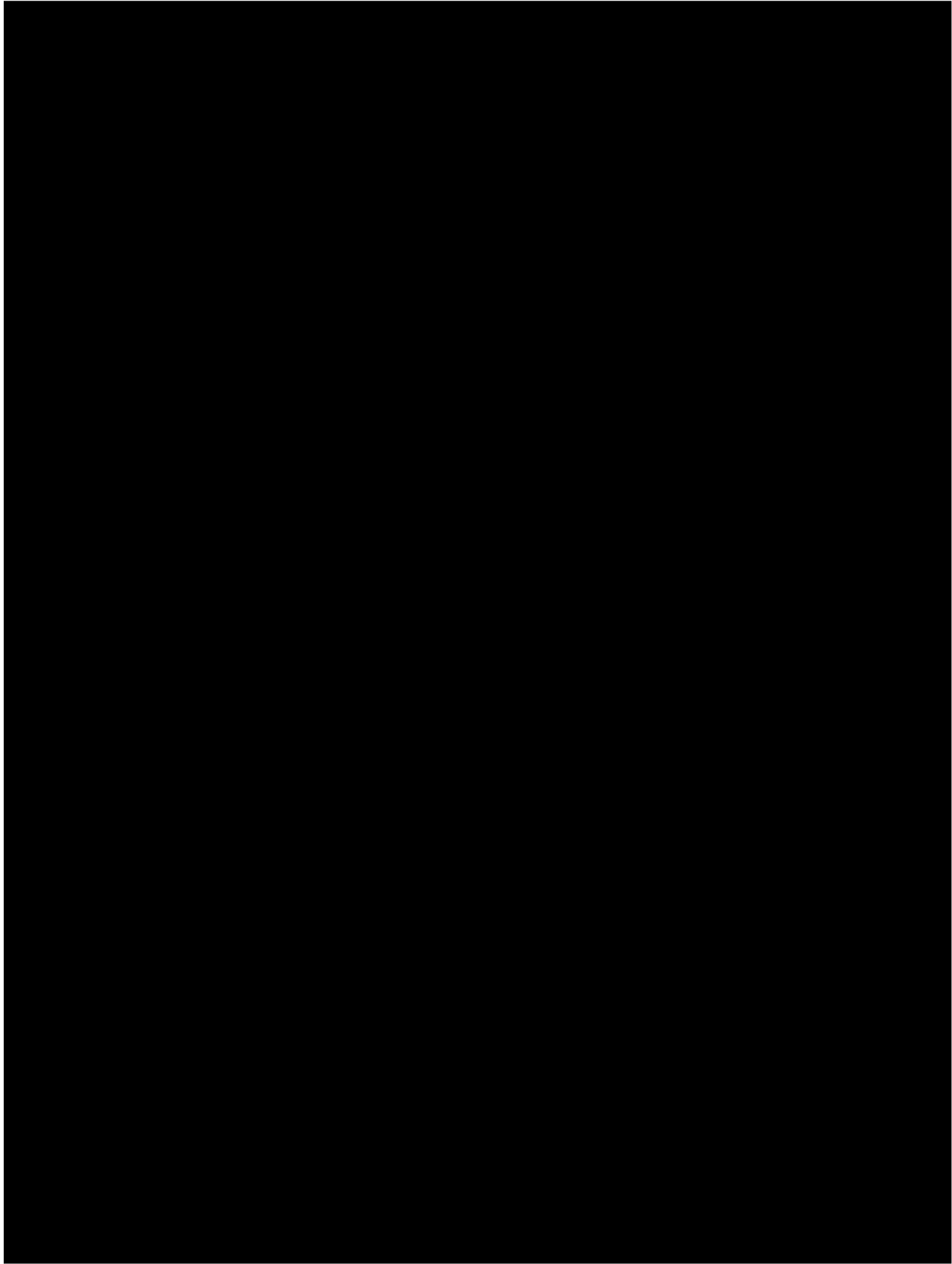
Harlequin

This strain is bred exclusively for its medicinal properties. The strain is classified as a Sativa hybrid, providing medicinal effects that are stimulating and help to increase one's energy. Consistent independent laboratory test results have shown this strain to have a CBD content of 11.6% with 8.4% THC.

The Applicant will procure and provide a solvent-less extract produced with a technique utilizing pressure and heat. This process is called Rosin.

Rosin provides a clean, pure oil free of contaminants that may be left behind from dangerous solvents such as butane or hexane. Rosin refers to an extraction process that utilizes a combination of heat and pressure to nearly instantaneously squeeze resinous sap from your initial starting material. The term “rosin” originated as a method of making a product used to lubricate violin bows. With marijuana, this method is incredibly versatile in that it can either be used with flowers or to clean up hash and kief into a full-melt hash oil. If executed correctly, rosin can rival the flavor, potency, and yield of other solvent-based extraction products.

One reason for rosin's newfound popularity is that it's a solvent-less technique, meaning the process does not require use of any foreign substances. Instead, rosin uses a mechanical process involving heat and pressure to extract the resin from the plant. Other extraction methods utilize light hydrocarbons such as butane and/or propane. Often, these complex and mechanical systems require a lengthy purge to safely remove most, if not all of the residual solvents from the final product.^[1] Rosin, on the other hand, simply uses heat and pressure and does not require any additional cleaning, so your final product is clean and ready in just minutes. When compared to BHO (butane hash oil), the two are aesthetically indistinguishable. Rosin, when made properly, retains just as many valuable terpenes that account for aroma and flavor. However, in a lab test, rosin will never contain a single parts per million (PPM) of residual hydrocarbon. In other words, you are essentially getting concentrate without any solvents when using this process.



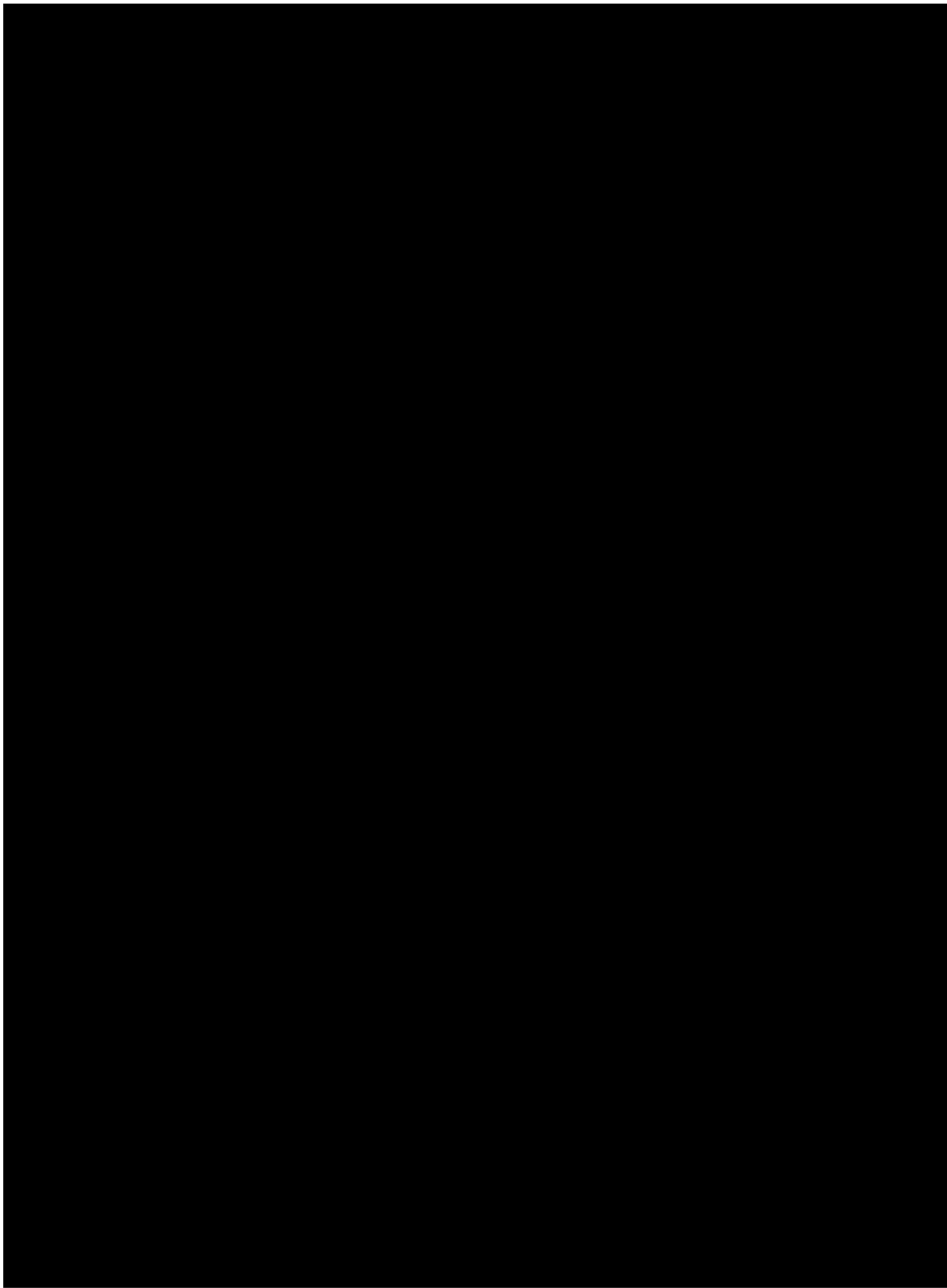


EXHIBIT E

Employee Handbook

COASTAL COMPASSION CENTER, INC.

Welcome!

Congratulations! This dispensary is dedicated to the highest standards of both activism, and professionalism. This Employee Handbook has been developed to help you become acquainted with those standards, and the ways in which we go about manifesting them. The handbook should answer many of your initial questions. If you have any questions that are not answered, please address them to your manager.

This organization was founded to provide a new model of excellence in medical cannabis. It is very important to remember that you are now an ambassador for the organization, and to be certain to manifest excellence and integrity in all that you do.

We are very happy that you have joined us in this work that is so dear to our hearts, and so vital to the community we serve. We hope you find your work to be both challenging, and to carry the unique reward of knowing at the end of that day that you have done something that really matters.

Mission Statement

Provide safe, dignified and affordable access to medical cannabis for approved patients in the State of Rhode Island.

Core Values

It is the responsibility of each employee to embody the principles outlined in our Mission Statement. As an institution, this organization is committed to the idea that every human being deserves to be treated with respect, warmth, and compassion. Employees are expected to be:

- Committed to excellence in every action and interaction.
- Committed to the well-being of our patients, our neighbors, and the community in which we operate.
- Committed to the medical cannabis movement as a whole.
- Committed to the highest level of gentleness and consideration in all actions and interactions.

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The Way We Work

A Word about This Handbook

This Employee Handbook contains information about the employment policies and practices of this organization. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the organization. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the Executive Director of The Company in a signed written contract, this dispensary reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the Executive Director. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE EXECUTIVE DIRECTOR OF THE COMPANY.

This Employee Handbook refers to current benefit plans maintained by The Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Equal Employment Opportunity

This organization is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis [“protected class”] including, but not limited to: race, color, religion, sexual orientation, gender identity or expression, disability, age or country of ancestral origin, under federal, state or local law.

You may discuss equal employment opportunity related questions with your manager or any other member of management.

Americans with Disabilities Act

This organization is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify human resources of the need for accommodation. Upon doing so, human resources may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

A Word about our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork: individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

Harassment Prohibited

We prohibit harassment of one employee by another employee or third party for any reason [“protected class”] including, but not limited to: race, color, religion, sex, sexual orientation, gender identity or expression, disability, age or country of ancestral origin or any other protected class under federal, state or local law. Harassment of third parties by our employees is also prohibited.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee harasses another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, stares, glaring, derogatory comments or visual depictions, unwelcome jokes and teasing.

Sexual Harassment

Any type of sexual harassment is against company policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, glaring, staring, pictures, jokes, teasing, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are in an introductory period during their first three months of employment.

During this time, you will be able to determine if your new job is suitable for you and your manager will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

FULL-TIME EMPLOYEES regularly work at least a 40-hour workweek.

PART-TIME EMPLOYEES regularly work less than 40 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT (HOURLY) EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT (SALARIED) EMPLOYEES may not be entitled to overtime pay.

Upon hire, your manager will notify you of your employment classification.

Anniversary Date

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see human resources.

Recommendations, Certifications and Other Requirements

All employees are required to have a current medical cannabis recommendation from a licensed physician. If additional certifications are required, you will be informed by your manager. Failure to qualify or to maintain a certification or license may be sufficient cause for suspension and or discharge.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, the Company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

New Employee Orientation

Upon joining this organization, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to human resources. You will be asked to complete personnel, payroll and other forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify human resources as soon as possible to obtain a replacement copy.

Your manager is responsible for the operations of your department(S) he is a good source of information about the organization and your job.

Your Human Resources Department

The Human Resources department acts as an information center for both employees and management. This department plays an important part in formulating and interpreting company policy and offers help with a variety of problems and matters that concern employees and management. Human Resources staff members are available to discuss subjects such as employment/ recruitment, benefits, employee records, safety and disciplinary problems.

You are encouraged to contribute suggestions or questions so the staff may be more responsive to your needs.

Suggestions and Ideas

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing to your manager.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

We believe that suggestions indicate initiative. With your approval, we will place the written suggestion in your personnel file and consider it at the time of your performance review.

Your Pay and Progress

Recording Your Time

Non-exempt employees must record their hours on the time clock.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work before your meal period.
- Immediately before resuming work after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

Under no circumstances should an employee clock in for another employee.

All employees subject to this policy are required to accurately record all time worked.

Any employee who fails to follow these guidelines will be subject to disciplinary action up to and including immediate discharge.

The workweek starts on _____ and ends on _____.

Payday

You will be paid every week on _____ for the period that ends on the previous _____.

When our payday is a holiday, you normally will be paid on the first working day after the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the manager immediately. The manager will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The Company is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the benefits you choose, there may be additional deductions. All

deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of this organization that exempt (salaried) employees' pay will not be “docked,” or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the Company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources Department.

Garnishment/Child Support

When an employee's wages are garnished by a court order, the Company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The Company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Performance Reviews

Your performance is important to this organization. Once each year, your manager will review your job progress within the organization and help you set new job performance plans which will be reviewed with you and you will acknowledge receipt.

Our performance review program provides the basis for better understanding between you and your manager, with respect to your job performance, potential and development within the organization.

New employees will generally be reviewed at the end of their introductory period.

Job Descriptions

The Company maintains a job description for each position in the organization. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your manager.

Overtime

There will be times when you will need to work overtime so that we may meet the needs of our patients. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their manager.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with human resources.

Reporting Time Pay

The Company will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

Time Away From Work and Other Benefits

Employee Benefits

The Company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The Company reserves the right to modify its benefits at any time. We will keep you informed of any changes.

Holidays

The Company normally observes the following holidays during the year:

- New Year's Day
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Veterans Day
- Christmas Day

The Company recognizes that some employees may need certain religious and cultural holidays off. You must give four weeks written notice, and fill out a Time Off Request Form for any requests for unlisted holidays you wish to receive off.

Holiday Pay

For non-exempt employees, the Company pays one and one-half (1.5) times your regular rate of pay for all hours worked on the following days:

New Years Day, Jan 1st
Memorial Day, Last Monday in May
Independence Day, July 4th
Victory Day, Second Monday in August
Labor Day, First Monday in September
Columbus Day, Second Monday in October
Veterans Day, Fourth Thursday in November
Christmas Day, December 25th

Jury Duty

Employees summoned for jury duty are granted an unpaid leave in order to serve if they give reasonable advance notice to their manager that they will need time off to serve.

Make arrangements with human resources as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off may be used for this leave if the employee chooses. Military orders should be presented to human resources and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Company unless military necessity makes this impossible. You must notify human resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from human resources.

Family Military Leave

An employee may be entitled to benefits pursuant to the Rhode Island Military Relief Act.

You must provide human resources with notice of your intention to take leave within two business days of receiving official notice that your spouse will be on leave from deployment. Employees taking family military leave must also provide the Company with written documentation certifying their spouse will be on leave from deployment.

Bereavement Leave

Full-time employees who have completed three months of employment are eligible for two paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, brothers, sisters, children, grandchildren, grandparents and parents-in-law.

Requests for bereavement leave should be made to human resources as soon as possible. The Company reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Leave of Absence

Under special circumstances, full-time employees who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of human resources.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after earned paid time off is exhausted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Health Insurance

Employee will be notified when health insurance is available. Eligible full-time employees may enroll in a single or a family contract after completing their introductory period, when a health insurance plan is offered by Company.

Information and enrollment forms may be obtained from human resources, when available.

COBRA

When medical coverage is available, you and your covered dependents will have the opportunity to continue medical and/or dental benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact human resources.

Social Security

During your employment, you and the Company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from human resources.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to human resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

On the Job

Confidentiality of Patient Matters

The law and our professional ethics require that each employee maintain confidentiality when handling patient matters.

To maintain this professional confidence, no employee shall disclose patient information to outsiders, including other patients, third parties or members of one's own family. Patients trust HHC employees to maintain their confidentiality and care. Due to the nature of our business, the Company strongly discourages any employee from developing personal relationships with patients.

Any disclosure of confidential information will result in disciplinary action up to and including discharge.

The Company has policies and procedures regarding HIPAA compliance and you are expected to follow them. Failure to follow our policies and procedures may result in disciplinary action up to and including discharge.

Care of Patient Records

To provide the best care for our patients it is critical that we maintain accurate and current patient records. Patient records should be returned to the appropriate filing cabinet following documentation. Patient records may not be removed from the premises for any reason.

Patient records should be handled with care and not disfigured in any way. Falsification of patient records is strictly prohibited.

Occasionally, patients or other physicians will request copies of company records. Under no circumstances will requests for patient records be fulfilled unless prior legally permissible authorization is provided. All requests for patient records must be forwarded to the Holistic Services Director.

The Company has policies and procedures regarding HIPAA compliance and you are expected to follow them. Failure to follow our policies and procedures may result in disciplinary action up to and including discharge.

Attendance and Punctuality

Good attendance and dependability are required as an employee of the Company. Unexcused or excessive absences are taken very seriously and may lead to disciplinary action up to and including discharge.

An absence is defined as a failure to report to work as scheduled. When a sick or injured employee cannot come to work, they must contact their manager at least two hours before the start of the scheduled shift so that the position may be properly covered. Four or more hours of advance notice is preferred. Contacting the manager is defined as speaking to them directly. Manager's cellular phone numbers are made available to employees if they cannot reach them on the Company phone line. If the manager does not answer their phone, employees must leave a message and attempt to contact them again if they do not hear back in a reasonable amount of time.

Text messages, emails, and messages through other employees are not appropriate forms of contacting the manager regarding an absence. The employee should state the reason for being absent and the expected date of return to work. If the return date is uncertain, the manager must be called each day of absence within two hours of the beginning of the regularly scheduled shift. If the manager cannot be reached, a member of senior management must be contacted.

If an employee knows in advance that s/he is going to be absent for more than three consecutive workdays, a written request for time off must be submitted to their manager at least four weeks in advance.

For emergencies (unexpected absences) that were not called in within the appropriate time constraints, employees must provide verification or documentation. Depending upon the documentation provided, an employees' unexcused emergency absence may, or may not, be deemed an excused absence.

Absences immediately before or after holidays, or those after days off and weekends, may be subject to validation.

Corrective action will occur after one unexcused absence. If a pattern of excessive absence is observed disciplinary action up to and including discharge will be taken.

Tardiness

Punctuality is critical in this organization. All employees must arrive at their work areas, and be ready to start work, at the beginning of their assigned shift.

Traffic or weather conditions, with the exception of natural disasters or other emergencies, are not excusable reasons for tardiness. Company employees are expected to allow extra time in their commutes for fluctuating weather and traffic conditions.

If you are going to be late, you must call your manager at least 1 hour before the scheduled shift, stating your reason for being tardy and when you plan to report to work. Repeated or excessive tardiness will lead to disciplinary action up to and including discharge. Tardiness is considered excessive if an employee is late by more than ten minutes more than twice a month.

In addition, punctuality is essential when returning from authorized meal and rest breaks. You are responsible for monitoring the time and promptly returning to your shift as scheduled.

Business Hours

Our normal daily business hours are 10:00 a.m. to 7:00 p.m., seven (7) days a week. Check with your manager if you have questions about your hours of work.

Working Hours

Because of the nature of our business, your work schedule may vary depending on your job. Management determines the scheduling of all employees. If you have any questions or concerns regarding the hours that you are scheduled please see your manager for clarification.

Meal Time

Except for certain exempt employees, all employees who work five or more hours in a day are required to take a 30-minute unpaid duty-free meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day.

Breaks

Employees will receive one, ten-minute paid break for every four hours worked.

Standards of Conduct

Each employee has an obligation to observe and follow Company policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Company. The Company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of Company policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

Gossip Policy

Given our commitment to cultivate an environment of excellence and mutual respect, it is critical that we refrain from gossip and inappropriate conversations. Gossiping includes discussing any rumor or talks of a personal, sensational, or intimate nature.

A large part of professionalism is the ability to distinguish between personal relationships and work relationships, and to use appropriate communication styles for each of them. Gossiping is unprofessional, and will not be tolerated in this organization. Any employee found engaging in it risks discharge. If another employee shares personal information or gossip with you, remind them of the policy, and do not pass on the information to anyone else.

If you observe co-workers acting unprofessionally or doing their job poorly, you may share that information with your manager or human resources. You may not share that information with other co-workers or patients, as this could be perceived as gossip.

If a patient brings you a complaint about a co-worker, gently end the conversation and pass them on to the Member Services manager on duty.

Access to Personnel Files

Upon seven (7) days advance notice, holiday, Saturdays and Sundays excluded employee may inspect their personnel files pursuant to Rhode Island General Laws 28-6.4.

For more information, contact human resources.

Patient and Public Relations

This organization's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that patients have toward the organization may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a patient for granted, but if we do we run the risk of losing not only that patient, but his or her associates, friends or family who may also be patients or prospective patients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Anti-Fraternization Policy

Fraternalizing with co-workers or patients is strongly discouraged in this organization. If a personal relationship occurs and creates any type of performance or workplace disturbance it may lead to corrective action up to and including discharge.

Solicitation and Distribution

To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Unlawful distribution of literature, including handbills, in work areas is prohibited at all times.

Conflicting Employment

The Company respects the rights of employees to obtain outside employment. However, employees must not engage in outside employment that could present a conflict of interest, or adversely affect the employee's ability to meet the company's work requirements. The outside employment must not have conflicting hours, require use of Company equipment or time, or involve activities that might cause any harm to the Company. Employees should not take outside employment that will adversely impact their work performance at the Company.

To prevent these types of situations, Company employees should obtain permission from the Executive Director in writing, prior to taking outside employment. The Company has the right to determine which jobs are considered a conflict of interest with the Company.

Failure to obtain permission for conflicting outside employment is grounds for disciplinary action.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or any other similar data should be given to human resources promptly.

Care of Equipment

You are expected to demonstrate proper care when using Company property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your manager at once.

Visitors

If you are expecting a visitor, please notify your manager. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Personal Telephone Calls

It is important to keep our telephone lines free for patient calls. Although the occasional use of Company telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Personal cellular telephones must be turned off or set to a silent alert while performing work duties on company premises.

Employees are prohibited from using cellular telephones to text message while performing work duties on company premises.

Electronic Mail Monitoring

We recognize your need to be able to communicate efficiently with fellow employees and patients. Therefore, we have installed internal electronic mail (e-mail) systems to facilitate the transmittal of business-related information within the Company and with our patients.

The e-mail systems are intended for business use only. The use of Company e-mail and/or voice mail systems to solicit fellow employees or distribute non job-related information to fellow employees is prohibited to the extent allowed by applicable law.

Company policies against sexual and other types of harassment apply fully to the e-mail systems. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files and or accounts.

All e-mail passwords must be made available to the Company at all times. Please notify human resources if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor Company private e-mail systems and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by Company private e-mail systems will be disclosed to management. Employees should not assume that communications that they send and receive by Company private e-mail systems are private or confidential.

Internet Usage and Monitoring

As a growing company, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Company policies against sexual and other types of harassment apply fully to Internet usage, including the use of instant messaging programs. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor the Company's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to management.

Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.

Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and any other employer provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. “Electronic Communications” include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

Employees may use our Systems to communicate internally with co-workers or externally with patients, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Company. The Systems and Electronic Communications are accessible to the Company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The Company’s right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employer-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or Company business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Non-Harassment, Sexual Harassment, Equal Employment Opportunity, Confidentiality of Patient Matters, Care of Patient Records, Protecting Patient and Company

Information, Solicitation and Distribution, Electronic Mail, Voice Mail and Monitoring, and Internet Usage and Monitoring. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of company policies.

In addition, employees may **not** use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Systems Manager;
- To download, save, send or access any site or content that the Company might deem “adult entertainment;”
- To access any “blog” or otherwise post a personal opinion on the intranet;
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the Company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the Company. Employees may not install password or encryption programs without the written permission of human resources. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The Company will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Company may advise legal officials or appropriate third parties of policy violations and cooperate with official

investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your manager for advance clarification.

Personal Hygiene/ Dress Policy

The Company encourages personal expression, so long as it is consistent with our image of excellence and professionalism.

All clothing, shoes, and accessories must be clean and odor-free. No offensive words or images may be displayed on any article of clothing. Company employees must not wear clothing that reveals cleavage, shoulders, back, chest, upper thighs, or stomach. No underwear may be visible, and no flip-flops or sandals may be worn.

Any employee found in violation of this policy may be asked to go home, change and return to the work place.

Proper grooming and hygiene must be maintained at all times. Employees who shave their face must keep it clean-shaven and without stubble. If an employee has a beard and/or mustache, it must be clean and adequately trimmed.

Perfumes, colognes, and other strong scents should not be worn while at work, as patients or co-workers may have sensitivity to these products.

Employees must wash their hands with warm water and anti-bacterial soap after eating or smoking, after using the restroom, and before returning to work after a break.

Reference Checks

The Company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of the Company. If you receive a request for reference information, please forward it to your manager.

Protecting Patient and Company Information

Protecting patient and company information is the responsibility of every employee and we all share a common interest in making sure information is not improperly or accidentally disclosed.

Due to the nature of our business, patient and company confidentiality is strictly enforced. Do not discuss the confidential business of our patients or Company with anyone who does not work for the Company. Discussions regarding confidential patient or Company business with other employees are also prohibited, unless it is a necessary work-related function.

All telephone calls regarding a current or former employee's position/compensation with the Company must be forwarded to human resources.

The Company's address shall not be used for the receipt of personal mail.

Document Retention

The Company maintains a formal document retention policy and procedure. Your manager will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by Company policy have been satisfied. Failure to comply with the Company document retention policy and procedure may result in discipline up to and including discharge.

Conflict of Interest/Code of Ethics

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Company, or any of its patients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The Company adheres to the highest legal and ethical standards applicable in our business. Company business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the Company shall conduct their personal affairs such that their duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to their association or work with the Company.

Bulletin Board

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

Food and Drink in Public Areas

No food or drink may be consumed or stored in the public areas of our facility. This policy applies to employee and patients. All food and drinks must be consumed in either the kitchen area or outside. This ensures that we preserve a clean, neat, and professional look. It also prevents pest infestation, equipment damage, odors and trash.

The one exception to this rule is that Retail and Reception employees may keep one closed-top bottle of drinking water at your personal workstation. To prevent stains on the carpet, other liquids besides water and other types of drink containers are not acceptable. You must store the water bottle out of sight when not drinking from it. You must be discreet and refrain from drinking in front of patients.

Tips, Gifts, & Samples

Employees of the Company are prohibited from soliciting and/or accepting product samples, tips, or gifts from patients, volunteers, co-workers, business contacts, and vendors. Doing so may result in immediate termination.

Conversations in Public Areas of the Dispensary

It is essential to maintain a calm and tranquil environment for our patients, as well as each other. The only conversations that should take place in public areas are between employees and patients. Personal conversations are not appropriate in any public area. All other conversations should be taken to a private area of the dispensary.

Radio Protocol

All radio transmissions are subject to protocol. Please see your manager for appropriate radio etiquette and protocols.

Contact with the Media

All media inquiries regarding the Company and its operations must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements pertaining to the Company or its operations. No employees, unless specifically designated by the Executive Director, are authorized to make those statements.

Recording Devices in the Workplace

Employees are prohibited from using any form of recording or photography device in the workplace and from recording or photographing fellow employees in the workplace or during working time. Violations of this policy may result in discipline (including the possibility of discharge), immediate removal of the recording device and/or the employee from the workplace, and retention of the recording device for inspection by the Company and/or legal authorities. Limited exceptions will apply when the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of company management and the recording device is being used in an authorized manner to further company business.

Prohibited “recording devices” under this policy include but are not limited to cameras, camcorders, video devices, picture or video capable cellular telephones, cassette recorders, and digital voice or image recorders. Cellular telephones, PDAs, MP3 and DVD devices, portable computers, and other devices are covered if they are equipped with any device or technology that has the capability to record images or sounds. This prohibition applies irrespective of whether the recording capability is activated or not.

Disclosure of Confidential Information

The Company considers any information relating to the Company’s business or strategy to be strictly confidential. Some examples of confidential information are: personal employee information (including salaries, performance histories, or reasons for departure of employees); sales information; internal pricing structure; etc.

This applies to communicating company information and status to former Company employees who no longer work for the Company. Employment at the Company requires that you sign an agreement of confidentiality. Any infraction of this policy will be prosecuted to the full extent of the law.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your manager with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Company.

Employees, who are rehired following a break in service in excess of sixty day, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

The Company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned upon discharge. Otherwise, the Company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the Company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork in the organization. Each employee must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your manager of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your manager immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on Company property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your manager.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Door Protocol

Any door with a biometric (fingerprint) lock on it must remain closed at all times except for the moment when somebody is actually walking through it. This is a safety precaution, creating a barrier between the public and private areas of the dispensary. If you ever see one of these doors open, close it immediately.

Personal Property

The Company cannot be held responsible for lost or stolen personal property.

Workplace Violence

Violence by an employee or anyone else against an employee, manager or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in The Company's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, patients and the Company, the Company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from Company property. In addition, the Company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Company's security procedures or any other company rules and regulations.

Hazardous Substances

The Company may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Material Safety Data Sheets (MSDS) are available for inspections in your work area, as applicable. You must follow all labeling requirements.

Please consult with your manager prior to purchasing chemicals for the Company or bringing them on to our premises.

For disposal of light bulbs, batteries, ink cartridges, electronics, or any other hazardous waste, please contact the Facilities Department.

For additional information or if you have any questions, please contact human resources.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your manager.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the Company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

In An Emergency

In the event of an emergency, employees are expected to follow the applicable Emergency Preparedness Plan. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, the smell of smoke, and natural disasters. Your supervisor should be notified immediately when an emergency occurs. If your supervisor is unavailable, contact the nearest manager.

Should an emergency result in the need to communicate information to employees outside of business hours, your manager will contact you. Therefore, it is important that you keep your personal emergency contact information up to date. Notify your manager and human resources when this information changes.

Please direct any questions you may have about the Company's emergency procedures to human resources.

Tobacco Smoking in the Workplace

In consideration of the health and safety of all our staff members, the Company maintains a tobacco free workplace. Smoking is permitted outside of the Company building, and should always be done at least twenty feet from 20 feet of a main exit, entrance, or operable window or otherwise in conformance with the local law. All cigarette butts must be thrown away in an exterior trash can when finished smoking. If it's raining, employees may ask the Safety department to borrow an umbrella. Please see Human Resources or the General Manager to inquire about a designated employee smoking area if available.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Company Employee Handbook and I understand that it contains information about the employment policies and practices of the Company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Executive Director of the Company in a signed written contract, the Company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the Executive Director of the Company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THE COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF HHC IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE EXECUTIVE DIRECTOR OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my manager or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

In consideration of my employment by *The Company* and/or by companies which it owns, controls or is affiliated with, or their successors in business, and the compensation paid therefore:

- ❖ Confidentiality: I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to my employment any trade secrets, confidential information, knowledge, data or other information of the Company that relates to products, processes, know-how, designs, formulas, test data, customer lists, business plans, marketing plans and/or strategies, pricing strategies and any other operational information or subject matter pertaining to any business of the Company, any of the Company's clients, customers, consultants, licensees and/or affiliates which I may produce, obtain or otherwise acquire during the course of my employment. I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, as well as documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company. My duty hereunder to maintain trade secrets, confidential information, knowledge and data in confidence shall only be relieved by written consent from the Company or by, and only to the extent that any such trade secret, confidential information, knowledge and data, shall become known in the industry through no direct or indirect fault of mine. Following my employment at the Company I will maintain trade secrets, confidential information, knowledge and data as confidential and proprietary information in accordance with California law.
- ❖ Conflicting Employment/Return of Confidential Material: I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is now, or may hereafter become, engaged or which would otherwise conflict with my obligation to the Company. In the event of termination of my employment with the Company, for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents and data of nature pertaining to any invention, creative work, trade secrets or confidential information of the Company or my employment. I will not take with me any description containing or pertaining to any invention, creative work, trade secret, confidential information, knowledge or data of the Company which I may produce or obtain during the course of my employment.
- ❖ Acknowledgement: I acknowledge receipt of the Company's Proprietary Agreement and agree that, with respect to the subject matter thereof, it is my entire proprietary agreement with the Company which supersedes any previous oral or written communications, representations, understandings or arrangements with the Company or any officer/representative thereof.
- ❖ Binding: This agreement shall be governed by the laws of the State of California.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Company Employee Proprietary Agreement

In consideration of my employment by *The Company* and/or by companies which it owns, controls or is affiliated with, or their successors in business, and the compensation paid therefore:

- ❖ **Confidentiality:** I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to my employment any trade secrets, confidential information, knowledge, data or other information of the Company that relates to products, processes, know-how, designs, formulas, test data, customer lists, business plans, marketing plans and/or strategies, pricing strategies and any other operational information or subject matter pertaining to any business of the Company, any of the Company's clients, customers, consultants, licensees and/or affiliates which I may produce, obtain or otherwise acquire during the course of my employment. I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, as well as documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company. My duty hereunder to maintain trade secrets, confidential information, knowledge and data in confidence shall only be relieved by written consent from the Company or by, and only to the extent that any such trade secret, confidential information, knowledge and data, shall become known in the industry through no direct or indirect fault of mine. Following my employment at the Company I will maintain trade secrets, confidential information, knowledge and data as confidential and proprietary information in accordance with California law.
- ❖ **Conflicting Employment/Return of Confidential Material:** I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is now, or may hereafter become, engaged or which would otherwise conflict with my obligation to the Company. In the event of termination of my employment with the Company, for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents and data of nature pertaining to any invention, creative work, trade secrets or confidential information of the Company or my employment. I will not take with me any description containing or pertaining to any invention, creative work, trade secret, confidential information, knowledge or data of the Company which I may produce or obtain during the course of my employment.
- ❖ **Acknowledgement:** I acknowledge receipt of the Company's Proprietary Agreement and agree that, with respect to the subject matter thereof, it is my entire proprietary agreement with the Company which supersedes any previous oral or written communications, representations, understandings or arrangements with the Company or any officer/representative thereof.
- ❖ **Binding:** This agreement shall be governed by the laws of the State of California.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

CC Exhibit F – Compassion Center Premises Requirements

Attach hereto as CC Exhibit F, per § 1.2(C)(4)(f) of the Regulations, is all the information responsive to paragraphs (i) through (vi) below.

Is the applicant proposing **alternative locations** in the same zone under this application?

Yes ☐ No ☒

If “Yes”, then Application must provide a complete response to paragraphs (i) through (vi) below for each proposed location.

Applicant’s response must demonstrate its understanding of, and ability to comply with, the requirements under the Act and the Regulations and include without limitation:

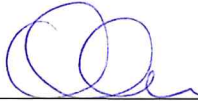
- i. A description of the proposed Licensed Premises, including street address, plat/lot number and zoning district.
- ii. Evidence of compliance for the location(s) with the local zoning laws in the form of a certificate or letter from an authorized zoning official;
- iii. Evidence that the physical location is not located within one thousand feet (1,000’) of the property line of a preexisting public or private school in compliance with R.I. Gen. Laws § 21-28.6-12(f)(2) as demonstrated by a GIS Map or other similar municipal map showing Applicant’s property, and the 1,000 foot distance from the property line of any schools;
- iv. A draft diagram, shown to scale, no smaller than 8.5” by 11” and no larger than 11" X 17", of the proposed facilities showing:
 - (1) Where medical marijuana will be stored, processed, packaged, manufactured and dispensed;
 - (2) The restricted-access areas, limited-access areas, walls, partitions, entrances, exits and location of security alarms, cameras, and surveillance recording equipment locations;
 - (3) Patient access areas including areas designated for patient enrollment, waiting, and education;
 - (4) Any public transportation services nearby,
 - (5) A diagram of all proposed on-site and off-site parking capacity (including spaces for persons with disabilities);
 - (6) How the facility will provide ADA-compliant access for persons with disabilities; and
 - (7) The location of the facility relative to streets and other public areas, and any other relevant information;
- v. A description of objective parameters (such as distances from streets and public areas) and/or proposed measures (such as black-out window shades) that ensure that marijuana at the premises shall not be visible from the street or other public areas; and

Updated to 7/16/2020

- vi. Documents evidencing either ownership of property or lease agreement with owner of property to allow the operation of a compassion center on the property, if property has already been purchased or leased at the time of the application or a signed letter of intent for such a sale or lease.

Exhibit F Signature page

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/14/2020

Date

Thomas Falcone

Printed Name

Print Title: President/Director

Print Name of Applicant/Licensee: Coastal Compassion Center, Inc.

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CC Exhibit F(i)

The location of the proposed Licensed Premises will be AP: 72 Block: 2 Lot 10, 560 South County trail, located in the Town of Exeter, County of Washington, State of Rhode Island. The proposed location is also identified as “Proposed Building C” on that certain Condominium Survey Plan for Pine Ridge Industrial Park recorded in the Land Evidence Records for the Town of Exeter on February 15, 2018 in Book 516 at Page 112.

The location is Zoned B and “compassion center” is a permitted use under §2.4.1.75.a of the Exeter Zoning Ordinance.

CC Exhibit F(ii)

ZONING CERTIFICATE No. 4401-6

Date: 29 Oct 20

1. APPLICATION

APPLICANT: _____

PROPERTY ADDRESS: 560 South County Trail

PLAT 72 BLOCK 2 LOT 10 ZONING DISTRICT B

PROPOSED USE OF PREMISES: Compassion Center

DIMENSION OF PROPOSED BUILDINGS/STRUCTURES: to be determined

SECTION OF ZONING ORDINANCE WHICH PERMITS THIS USE: 24.1.72 a use
"by right" in B-Zone

SECTION(S) OF THE ZONING ORDINANCE WHICH PROHIBIT(S) THIS USE:

Requires Development Plan Review

Per Section 2.5 Appendix A of the Exeter Code of Ordinances, this application requires review by the Town Planner/Planning Board known as Development Plan Review: ☒ YES ☐ NO

Note: The Zoning Inspector may require that copies of plans and specifications and such other information as he may deem necessary be filed with this application.

2. CERTIFICATE

I hereby certify that the proposed use, structure or sign as described above: ☒ DOES CONFORM

☐ DOES NOT CONFORM

Date: 30 Oct 20

[Signature]
ZONING INSPECTOR

Distribution of copies: 1. (White) INSPECTOR 2. (Yellow) BOARD OF REVIEW 3. (Pink) APPLICANT

Rev 10/2019

PUSH
NORMAL

CC Exhibit F(iii)

AMERICAN ENGINEERING, Inc. Daniel R. Cotta, PE, PLS

400 South County Trail -Suite A 201 Exeter, RI 02822
(401) 294-4090

December 10, 2020

RE: A. P. 72, Block 2, Lot 10, South County Trail, Exeter, RI

Dear Sir / Madam:

This letter is written to explain that there are no schools K-12 within 1,000 feet of the property known as assessors' plat 72, block 2, lot 10 in the Town of Exeter. Please see attached map.

If there are any questions or if we can be of any further assistance to you either now or in the future, please call.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Matthew Cotta', with a stylized flourish at the end.

Matthew Cotta, PLS

CC Exhibit F(iv)

Appended to this CC Exhibit F(iv) are diagrams of the proposed facility showing the following:

- (1) Where medical marijuana will be stored, processed, packaged, manufactured and dispensed;
- (2) The restricted-access areas, limited-access areas, walls, partitions, entrances, exits and location of security alarms, cameras, and surveillance recording equipment locations;
- (3) Patient access areas including areas designated for patient enrollment, waiting, and education;
- (4) Any public transportation services nearby,
- (5) A diagram of all proposed on-site and off-site parking capacity (including spaces for persons with disabilities);
- (6) How the facility will provide ADA-compliant access for persons with disabilities; and
- (7) The location of the facility relative to streets and other public areas, and any other relevant information;

Access and parking are ADA compliant.

the 1990s, the number of people in the United States who are obese has increased by 100% (Flegal et al. 2002). In the United Kingdom, the prevalence of obesity has increased from 10% in 1980 to 15% in 1997 (Health Survey for England 1997). In the United States, the prevalence of obesity has increased from 15% in 1980 to 23% in 1994 (Flegal et al. 2002).

Obesity is a complex condition, with many causes and consequences. It is a leading cause of death and disability in the United States, and a major public health problem in many other countries. Obesity is associated with a number of health problems, including heart disease, diabetes, and high blood pressure. It is also associated with a number of social problems, including discrimination and stigma.

There are many causes of obesity, including genetics, diet, and lack of physical activity. Obesity is often caused by a combination of these factors. For example, a person who is genetically predisposed to obesity may be more likely to gain weight if they eat a high-calorie diet and do not exercise.

Obesity is a complex condition, and there is no simple solution. However, there are many things that can be done to prevent and treat obesity. These include eating a healthy diet, exercising regularly, and seeking medical treatment if necessary.

Obesity is a complex condition, and there is no simple solution. However, there are many things that can be done to prevent and treat obesity. These include eating a healthy diet, exercising regularly, and seeking medical treatment if necessary.

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the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social and cultural contexts in which these activities take place. (p. 1)

The 'communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information technology' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information systems' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information management' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information policy' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information law' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information ethics' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information economics' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

CC Exhibit F(v)

The proposed building for the Applicant compassion center as depicted in CC Exhibit F(iv) above shall be constructed with no exterior windows to ensure that marijuana at the premises shall not be visible from the street or other public areas.

CC Exhibit F(vi)

LEASE

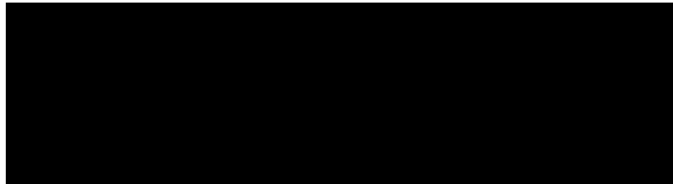
This Lease (the "Lease") is Effective on this 14th day of December, 2020, between the parties and upon the terms and conditions hereinafter set forth. If any provision relating to which a blank is to be filled in, is not filled in, it is inapplicable.

SECTION 1. INFORMATION

- | | | |
|-----|---|---|
| 1.1 | Date of Execution of the Lease: | December <u>14</u> , 2020 |
| 1.2 | Identity of "Landlord": | SCFT Associates, LLC
316 Succotash Road
Wakefield, RI 02879 |
| 1.3 | Identity of "Tenant": | Coastal Compassion Center, Inc.
316 Succotash Road
Wakefield, RI 02879 |
| 1.4 | Description of the "Premises": | Land and Building located at
AP: 72 Block: 2 Lt: 10
South County Trail
Exeter, Rhode Island |
| 1.5 | Terms of the Lease: | Twenty (20) years |
| 1.6 | "Commencement Date"
And Rent Commencement Date: | The date of the issuance of a Compassion
Center license by the State of Rhode Island
Department of Business Regulations |
| 1.7 | "Purpose" or "Use": | Compassion Center as defined by the Laws
of the State of Rhode Island |
| 1.8 | "Security Deposit": | Waived |
| 1.9 | "Fixed Minimum Rent" (see Additional Rent provisions below and in Paragraph 3): | |

The Rent for each successive five (5) year period shall increase five (5%) over and above the last year of the price term.

- a. Years 1 through 5:
- b. Years 6 through 10:
- c. Years 11 through 15:
- d. Years 16 through 20:



(Rental payment schedule annually and monthly for each year)

1.10 Payment of Lease:

Rental Payments shall be made monthly at the address of the Landlord commencing on the 1st day of each month and continuing monthly.

1.11 Options to Renew:

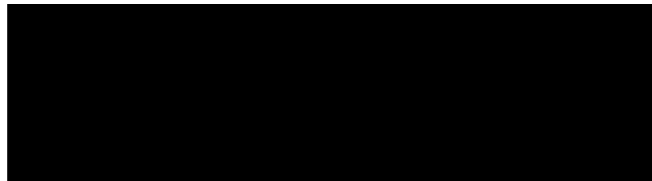
The Tenant, if not in Default under any of the terms hereof, will have an option to renew the Term of this Lease ("Option Term"), by giving Notice in writing to the Landlord no later than 180 days prior to the end of the Initial Term for the Option Term. The terms and conditions applicable to the Initial Term shall also apply to the Option Term, except the right of further renewal and except that the rentals for the Option Term shall be as set forth below.

A. Option Term: The Option Term shall be for two five (5) years commencing at the time of the expiration of the Initial Term.

B. Option Term Rents:

a. First five (5) years:

b. Second five (5) years:



SECTION 2. IMPROVEMENTS

2.1 Section 2 shall be inapplicable if, at the date of execution hereof, the Premises are immediately ready for the Tenant's use.

2.2 Any work on the Building to be completed by the Landlord prior to occupancy by the Tenant shall be done expeditiously so that the Premises shall be substantially complete (i.e., completed sufficient for general use, but subject to corrections, installations, adjustments, alterations, and other work which does not prevent or substantially interfere with the Tenant's use of the Premises or access thereto). "Landlord's Improvements", shall be that work which is described on Exhibit "B".

2.3 "Tenant's Improvements" shall mean that work which is to be performed by or for the Tenant and paid for by the Tenant as herein provided with the Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. If, at the date of execution hereof, the plans for Tenant's Improvements have been determined, the parties shall initial same and/or shall attach the same hereto as Exhibit B-1. If Tenant's Improvements are not so determined, the Tenant shall furnish plans and specifications for Tenant's Improvements to the Landlord not later than thirty (30) days from the date of the execution of the Lease, outlining and indicating any additional work, which the Tenant will require, for the Landlord's consent and approval, such approval not to be unreasonably withheld, conditioned or delayed.

- 2.4 Any Tenant's Improvements shall be done at the Tenant's sole expense and by a contractor approved by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Tenant shall cause Tenant's Improvements to be done in a good and workmanlike manner, in compliance with all building, fire, and other laws and ordinances and the requirements of the Board of Fire Underwriters. Tenant's Improvements shall be promptly commenced at the earliest practicable date and shall be diligently prosecuted to completion. Any Tenant's Improvements, which do not conform to the requirements of this Lease or Landlord's prior approval, may be removed and replaced by the Landlord at the Tenant's reasonable expense. The Landlord shall have the right to complete, at the Tenant's reasonable expense, any Tenant's Improvements commenced but uncompleted. Any materials, finishes, or other Tenant's Improvements not approved by the Landlord prior to its use or installation shall be deemed to be prohibited hereby. The Landlord's approval shall be rendered expeditiously and shall not be unreasonably withheld, conditioned or delayed.
- 2.5 All contractors and workmen executing Tenant's Improvements shall comply with the rules and regulations set forth by the Landlord or the Landlord's Agent (Property Manager) and delivered to Tenant prior to execution of this Lease. The Landlord reserves the right to require a damage deposit or bond upon execution of this Lease to cover any misuse or damage to the Common Elements of the Building of which the "Premises" form a part.

SECTION 3. ADDITIONAL RENT

- 3.1 As Additional Rent, the Tenant shall pay as follows:
- (a) Pursuant to Rhode Island General Laws, Real Estate taxes upon the parcel of real estate on which the Building is located or upon the Building, wherein increases result either from an increase of valuation or rate of tax. Such taxes shall include: all taxes and special assessments of every kind and nature assessed and levied against the Building (as a complete taxable entity) and Land, including, but not limited to, real estate taxes on the Building and Land and any taxes upon the Building or Land levied or imposed by any governmental tax authority in addition to, in lieu of, or as a substitute for real estate taxes, installments, and interest on assessments for public betterments or public improvements (such assessments to be paid over the longest period permitted by law); all personal property taxes upon elevators, air conditioning equipment, or similar equipment of the Building, and expenses including, but not limited to, reasonable legal expenses of any proceedings for abatement of taxes and assessments commenced following consultation with and approval of Tenant with respect to the first or any subsequent calendar year or fraction of a calendar year.

- (b) Landlord's Expenses for the Building and Land shall include, without limitation, the following: premiums for insurance of any kind normally carried by owners of similar properties including fire, casualty, and liability insurance.
 - (c) Any condominium fees due the Condominium Association.
- 3.2 Such Additional Rent shall be in the nature of Rent for purposes of determining the Landlord's rights in respect thereto. Within thirty (30) days after the end of each year, the Landlord shall furnish to the Tenant a Statement showing the Additional Rent due for the year ending prior to December 31. Each Statement shall be prepared, signed, and certified to be correct by the Landlord, and if the Landlord is a corporation, the Statement shall be signed and certified to be correct by an Officer of the Landlord. The Tenant shall pay the Landlord the Additional Rent within thirty (30) days after receipt of the Statement. The Landlord will permit the Tenant to examine, during regular business hours, its books and records with respect to the operating costs of the Building in which the Leased Premises are located. In all Statements rendered hereunder, amounts for periods partially within and partially without the accounting periods shall be appropriately apportioned, and any items, which are not determinable at the time of an invoice, shall be included therein on the basis of the Landlord's estimate.

SECTION 4. PREMISES

The Landlord, in consideration of the rentals, covenants, and agreements to be paid, kept, and performed by the Tenant as herein provided, hereby demises and leases unto the Tenant the Premises described above.

SECTION 5. PURPOSE

The Premises shall be used solely for the purpose set forth above and not for any unlawful purpose. Any use of the Premises in violation of this provision may be enjoined by the Landlord without prejudice to any other remedy therefore.

SECTION 6. RENTAL

The Tenant shall pay the rentals set forth herein in consecutive, equal monthly installments, in advance, at the office of the Landlord, on the first business day of each month during each Term. Rent for the calendar month during which Rent shall begin to accrue and for the last calendar month of a Term, if either is not a full month, shall be apportioned.

SECTION 7. RIGHTS AND OBLIGATIONS OF THE LANDLORD

- 7.1 The Landlord shall have the following rights, exercisable without Notice and without liability to the Tenant for damage or injury to property, persons, or business and without effecting an eviction (constructive or actual) or disturbance of the Tenant's use or possession or giving rise to a claim for set off or abatement of rentals:

- 7.1.1 To inspect the Premises at reasonable times, including before and after business hours and during the last six months of a Term, to show them to prospective tenants, or at any reasonable time to prospective purchasers of the Building upon not less than three (3) business days prior written notice and;
- 7.3.2 To change the name or street address of the Building and;
- 7.3.3 To take any and all measures, including inspection, making repairs, alterations, additions, and improvements to the Premises or to the Building as may be in the opinion and at the reasonable discretion of the Landlord necessary or desirable for the safety, protection, improvement, enlargement, or preservation of the Premises or the Building, or as may be necessary or desirable in the operation of the Building and;
- 7.3.4 To close the Building after regular business hours and on Sundays and legal holidays, subject however, to the Tenant's right to admittance, under such regulations as the Landlord may reasonably prescribe from time to time.

SECTION 8. TENANT'S UNDERTAKINGS

The Tenant further agrees that the Tenant shall:

- 8.1 At the Tenant's own expense, promptly observe and comply with all ordinances, requirements, orders, directives, rules, and regulations of the Federal, State, and Local governments and all governmental authorities, or any National or Local Board of Fire Insurance Underwriters affecting the Premises or appurtenances thereto or any part thereof, or the use or occupancy thereof whether the same are now in force or may in the future be passed, enacted, or directed and;
- 8.2 Maintain, at its expense, public liability insurance for injury to persons and property in a sum not less than \$2,000,000 per each occurrence, or such higher sum as the Landlord may require in the future, naming the Landlord as an additional insured; and maintain, at its expense, "all risk" property insurance, insuring against loss of any property of the Tenant, all such insurance relating to the Premises; and all such insurance containing a waiver of any right of subrogation which such insurance carrier might have against the Landlord, its servants, or invitees; and the Tenant agrees that it shall indemnify, defend, and hold harmless the Landlord from all liability, loss, cost, expense, and damage from and against any and all suits, claims, and demands of every nature, including counsel fees, by reason of any damage or injury to any person, property, or thing which may arise from or be due to the use of the Premises by the Tenant or the conduct of the Tenant's business or profession or from any activity, work, or thing done, permitted, or suffered by the Tenant in or about work or thing done, permitted, or suffered by the Tenant in or about the same; and will further indemnify, defend, and hold harmless the Landlord from any and all claims arising from any breach or default on the Tenant's part pursuant to the

Terms of this Lease, or arising from any act or neglect of the Tenant or any of the Tenant's agents, contractors, servants, employees, or invitees and from and against all costs, counsel fees, expenses, and liabilities incurred in connection with any such claim or action or proceeding brought thereon, and if any action or proceeding be brought against the Landlord by reason of any such claim, the Tenant, or its insurer, upon Notice from the Landlord, agrees to resist and defend at the Tenant's or insurer's expense, such action or proceeding by counsel reasonably satisfactory to the Landlord; further, the Tenant assumes all risk of damage, and waives any claim against the Landlord, excluding, however, those resulting from the negligence of the Landlord or its agents and servants, in respect to property in, upon, or about the Premises, to whomsoever belonging, waiving all claims with respect to such damage thereof against the Landlord and agreeing to indemnify, defend, and save the Landlord harmless from and against all loss, cost, damage, expense, or claims by others due to the neglect by Tenant in maintaining the Premises or any part thereof becoming out of repair or due to the happening of any accident in or about or Premises or due to any act or neglect of the Tenant or any employee or invitee of the Tenant, including damage to fixtures, furniture, furnishings, books, records, papers, films, and all types of equipment and all other tangible personal property situated on the Premises and;

- 8.3 Refrain from placing in the sewerage system any chemical, waste, or substance which may require special treatment or may cause damage or injury to the sewerage system and to pay the cost of any repair or damages in the sewerage system necessitated by any violation of this undertaking and;
- 8.4 Tenant shall keep the interior of the Premises neat and clean and will maintain the Premises in good order, condition, and repair as the same are in at the Commencement of the Term, or may be put in during the continuance thereof, including, without limitation, replacement of all glass in doors and windows, replacement of light bulbs, keeping in good order and proper repair lighting fixtures, interior walls, floors, ceilings, equipment, and apparatus of every kind, nature, and description, reasonable use and wear and tear thereof, and damage by fire and other casualty only accepted. The Tenant shall not permit or commit any waste in these Premises.
- 8.5 Tenant agrees that it will not apply for or move any license for its business from the premises without the prior written consent of the Landlord during the term of this Lease or any extension or renewal of this Lease without the written consent of the Landlord, which consent shall not be unreasonably withheld.

SECTION 9. TENANT'S REPAIRS, ALTERATIONS, AND SURRENDER

- 9.1 The Tenant, at its own expense, shall keep the Premises in good repair and tenantable condition during each Term of this Lease, except as otherwise specifically undertaken by the Landlord, and shall promptly and adequately repair all interior damage to the Premises and all interior apparatus fixtures or equipment used in connection therewith, and shall replace the same or integral parts thereof, as necessary, and shall replace

portions of carpets damaged, under the supervision of and at the direction of the Landlord, and due to any cause whatsoever. Such repairs and replacements shall be effected with all due dispatch and shall be of good and workmanlike quality and class equal to the original work or installation. If the Tenant shall become aware of any needed repairs, replacements, or restorations to the Premises or Building, which it is the Landlord's obligation to make under this Lease, a Notice shall be promptly given to the Landlord.

- 9.2 The Tenant shall make no alterations, installations, additions, or improvements, including the installation of window furnishings in or to the Premises, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed and, if such consent is given, only by contractors or mechanics approved by the Landlord, and at the Tenant's expense. All Tenant's Improvements and all such alterations, installations, improvements, and additions shall be deemed to be part of the Building and to belong to the Landlord, including any property which has in any way been affixed to the floors, walls, and/or ceiling of the Premises, subject, however, to the provisions of Paragraph 9.3.
- 9.3 All business and office machines, furniture, and other items of personal property owned or installed by the Tenant in the Premises, at its expense, shall remain the property of the Tenant (and any taxes thereon shall be borne by the Tenant), and, subject to Paragraph 19 and Paragraph 30, may be removed by the Tenant at anytime provided that the Tenant shall, at its expense, repair any damages, holes, or openings caused or occasioned by such removal. Any such personal property of the Tenant left upon the Premises after the termination of the Lease may, at the election of the Landlord, be removed at Tenant's expense and sold, stored, or discarded, or be deemed to have been abandoned and to belong to the Landlord.
- 9.4 At the termination of the Lease, the Tenant shall promptly yield up and surrender the Premises, clean and in as good condition and repair as at the Commencement of Tenant's occupancy of the Premises or in which it may be later put, ordinary wear and tear and damage by fire or other insured casualty only excepted. Further, the Tenant shall remove from the Premises all goods and effects.

SECTION 10. FIRE, CASUALTY, AND EMINENT DOMAIN

- 10.1 In the event of damage or destruction to the Building or Premises during a Term by fire or other casualty, the Landlord shall, as soon as practicable, commence and continue with all reasonable diligence to repair the same; provided, however, in the event that the cost of such repairs would exceed either the sum of \$1,000,000 or the amount recoverable from the Landlord's fire and casualty policies (which the Landlord shall maintain at the Landlord's expense) by a sum in excess of \$250,000 then upon Notice by either one to the other given not later than ninety (90) days after the occurrence of such casualty, the Landlord or the Tenant shall have the right to terminate this Lease as of the time of such casualty. In the event that such damage or destruction may be reasonably expected to

take in excess of six months from the date of such casualty to repair and during such six-month period, the Tenant would be substantially deprived of all beneficial use of the Premises, the Tenant shall have the right to terminate this Lease by Notice given not later than thirty (30) days following the time of such casualty. Until the Premises are restored by the Landlord, there shall be an equitable abatement of Rent.

- 10.2 In the event that the entire Building or such portion thereof, as would deprive the Tenant of all beneficial use of the Premises, is taken or condemned by any competent authority for any public or quasi-public use or purpose, or is sold as a result of an impending taking or condemnation (a "taking"), this Lease shall terminate as of the date of the taking. If a taking relates only to a portion of the Building and the Tenant is not deprived of all beneficial use of the Premises, Landlord shall make any restoration necessary to make the Premises entirely tenantable and the Lease shall continue with such equitable reduction of the Rent as necessary to compensate for the loss of use of such portion of the Premises and all Additional Rent shall likewise be adjusted. In any event of a taking, the entire award (other than any moving expenses available to the Tenant) shall belong to the Landlord.
- 10.3 The Tenant specifically waives all claims for any value of its Leasehold Interest or Lease, and it agrees to be entitled to no apportionment of the Condemnation Award, and that the Landlord shall be entitled to the entire amount of the Award. Nothing herein shall prohibit the Tenant from receiving any separate award for its trade fixtures and equipment, business interruption, and relocation expenses.

SECTION 11. SUBORDINATION

This Lease is subject and subordinate to all mortgages and any other recorded encumbrance, which may now or hereafter affect the real property of which the Premises form a part. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant shall execute promptly any certificate that the Landlord may request. The Tenant hereby constitutes and appoints the Landlord, as the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Tenant. If, in connection with obtaining financing for the Land and/or Building, or of any ground or underlying lease, a banking, insurance or other recognized institutional lender shall request reasonable modifications in this Lease as a condition to such financing, the Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of the Tenant hereunder or materially and adversely affect the Leasehold Interest hereby created or the Tenant's use and enjoyment of the Premises.

SECTION 12. ATTORNMEN AND ESTOPPEL CERTIFICATES

- 12.1 In the event that a mortgagee, or any purchaser at foreclosure sale or judicial proceedings, shall succeed to the interest of the Landlord, this Lease, nevertheless, shall continue in full force and effect and the Tenant shall, and does hereby agree to, attorn to such mortgagee or purchaser and to recognize such mortgagee or purchaser as its Landlord.

- 12.2 The Tenant, within ten (10) days after written request of the Landlord or a mortgagee, shall furnish a written certificate stating whether this Lease has been supplemented or amended, and if so, the manner thereof; the existence of any Landlord's or Tenant's Default and the nature of any such alleged Default; the existence of any offsets, counter-claims, or defenses to the Lease; the Commencement Date and time of termination; and any other matter as may be reasonably requested. Such certificate may be relied upon by the party requesting the same.

SECTION 13. EXTERIOR REPAIRS AND QUIET ENJOYMENT

Upon receiving written Notice by the Tenant of the need of repairs to the Building portions for which the Landlord is responsible hereunder, the Landlord shall make repairs as it shall reasonably deem necessary as soon as practicable. The Tenant, paying the Rent and performing all the covenants, terms, and conditions in this Lease contained to be performed on the part of the Tenant, may peacefully hold and enjoy the Premises during each Term hereof without any lawful let or hindrance by the Landlord or any person claiming by, through, or under it.

SECTION 14. NO REPRESENTATIONS BY LANDLORD

No representations or promises with respect to the Premises or the Building or the grounds adjacent thereto, except as herein expressly set forth, have been made by the Landlord or any other party on the Landlord's behalf (including any real estate broker), and the Tenant agrees that it has examined the Premises and takes the same in their present condition and state of repair, except to the extent of the Landlord's Improvements to be performed therein. The taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant that the Premises were in satisfactory condition at the time such possession was so or is taken.

SECTION 15. ASSIGNMENT

The Tenant shall not assign, mortgage, pledge, or otherwise encumber this Lease or its interest herein, or sublet the whole or any part of the Premises without obtaining, on each occasion, the consent in writing of the Landlord; provided, however, that the Landlord shall not unreasonably withhold, delay or condition its consent to any assignment of this Lease or subletting of the Premises. In case of any such assignment, the Assignee shall assume in writing to the Landlord the performance and observance of all the covenants, terms, and conditions in this Lease contained, to be kept and performed on the part of the Tenant, and such writing of assumption shall be delivered to the Landlord simultaneously with said assignment. In the event of any such assignment or subletting, notwithstanding any assumption hereof by the Assignee or Subtenant, the Tenant shall remain primarily liable for the performance of all said covenants, terms, and conditions. Notwithstanding the foregoing, if the Tenant desires to assign this Lease or sublet any portion or all of the Premises, the Landlord shall be notified. In the case of a desired assignment of this Lease, when the Landlord has entered into a new Lease with the Assignee, this Lease shall terminate except to the extent of rights of the parties, which have vested prior to the effective date of the new Lease.

SECTION 16. LANDLORD'S REMEDIES

- 16.1 If, at anytime subsequent to the date of this Lease, any one or more of the following events (an "Event of Default") shall happen, time being of the essence:
- 16.1.1 The Tenant shall Default in the due and punctual payment of the Rent within ten (10) days of the due date thereof; or
 - 16.1.2 The Tenant shall Default in the due and punctual payment of any Additional Rent within thirty (30) days after being invoiced thereof by the Landlord; or
 - 16.1.3 The Tenant shall Default in the due and punctual payment of the Percentage Rent; or
 - 16.1.4 The Tenant shall Default in the due and punctual payment of any other debts due to Landlord by Tenant,
 - 16.1.5 The Tenant shall neglect or fail to perform or observe any of the other covenants or agreements herein contained on the part of the Tenant to be performed or observed and the Tenant shall fail to remedy the same within thirty (30) days after Notice to the Tenant specifying such neglect or failure, or if such Event of Default is of such a nature that the Tenant cannot reasonably remedy the same within such thirty (30) day period, the Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with all due diligence and continuity; or
 - 16.16 The Tenant's Leasehold Interest in the Premises shall be taken on execution or by other process of law; or
 - 16.1.7 The Tenant shall seek or consent to or acquiesce in the appointment of any receiver or liquidator of the Tenant or of all or any substantial part of its property; or
 - 16.1.8 A petition shall be filed against the Tenant under any law seeking any reorganization, arrangement, readjustment, composition, liquidation, dissolution, stay, injunction, or other similar relief under any present or future State statute, law, or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days, or if any debtor in possession (whether or not the Tenant), receiver, or liquidator of the Tenant or of all or any substantial part of the Tenant's properties or of the Premises shall be appointed without the consent or acquiescence of the Tenant and such appointment shall remain undismissed or unstayed for an aggregate of sixty (60) days; then, in any such case, absent written agreement of Landlord to the contrary (1) if such Event of Default shall occur prior to the Commencement Date, this Lease shall terminate without further

Notice or act on the part of the Landlord; and (2) if such Event of Default shall occur after the Commencement Date, the Landlord may terminate this Lease by Notice to the Tenant, specifying a date not less than thirty (30) days after the giving of such Notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date was the date herein originally fixed for the termination hereof, and the Tenant shall then quiet and peacefully surrender the Premises to the Landlord but the Tenant shall remain liable as hereafter provided. All costs and expenses incurred by or on behalf of the Landlord occasioned by such Event of Default including, without limiting the foregoing generality, reasonable attorney's fees, and other reasonable costs of collection, recovery of possession, and the exercise of any right or remedy permitted the Landlord hereunder, shall be paid by the Tenant.

- 16.2 Upon any such expiration or termination of this Lease, the Tenant shall quit and peacefully surrender the Premises to the Landlord, and the Landlord, upon or at anytime after such expiration or termination, may, without further Notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises and may have, hold, and enjoy the Premises and the right to receive all rental income of and from the same.
- 16.3 At anytime or from time to time after any such expiration or termination, the Landlord may re-let the Premises or any part thereof, in the name of the Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free Rent) as the Landlord, in its reasonable discretion, may determine and may collect and receive the Rents therefore. The Landlord shall make reasonable, best efforts to so re-let the Premises at then current market rents but, otherwise shall in no way be responsible or liable for any failure to re-let the Premises or any part thereof, or for any failure to collect any Rent due upon any such re-letting.
- 16.4 No such expiration or termination of this Lease shall relieve the Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Premises or any part thereof shall have been re-let, the Tenant shall pay to the Landlord the Rent, Additional Rent, and all other sums and charges required to be paid by the Tenant up to the time of such expiration or termination of this Lease, and thereafter the Tenant, until the end of what would have been the Term of this Lease in the absence of such expiration or termination, shall be liable to the Landlord for, and shall pay to the Landlord, as and for liquidated and agreed current damages for the Tenant's Default: (a) the equivalent of the amount of the Rent, Additional Rent, and the other sums and charges which would be payable under this Lease by the Tenant if this Lease were still in effect, less (b) the net proceeds of any re-letting effected pursuant to the provisions of Paragraph 16.3 hereof, after deducting all the Landlord's reasonable

Expenses in connection with such re-letting, including, without limitations, removal and warehousing of the Tenant's property, removal of the Tenant's Improvements, all repossession costs, brokerage commissions, legal expenses, attorney's fees, alteration costs, and expenses of preparation of the Premises for such re-letting. The Tenant shall pay such damages (herein called "deficiency") to the Landlord monthly on the later of three (3) business days after the Landlord specifies the amount due or on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and the Landlord shall be entitled to recover from the Tenant each monthly deficiency as the same shall arise; or, at anytime after any such expiration or termination, if the Premises have been re-let, whether or not the Landlord shall have collected any monthly deficiencies as aforesaid, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as and for liquidated and agreed final damages for the Tenant's Default, the entire amount of the projected deficiency, and any other charges which may reasonably be incurred hereunder for the balance of the Term and the Landlord's Expenses as set forth above.

- 16.5 All sums due to the Landlord from the Tenant under this Lease which are not paid when due (due dates shall not be extended by any periods of grace granted under this Lease for this purpose), whether or not a default hereunder has occurred or been declared by the Landlord, shall bear interest at the rate per annum of three percent (3%) in excess of the "Prime Rate", so called, as published in the "Money Rates" section of the Wall Street Journal as of the first business day of each month, such rate to be so adjusted as of the first day of each month until paid in full, payable to the Landlord on demand.
- 16.6 The Tenant hereby expressly waives, so far as permitted by law, the service of any Notice of Intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end, and the Tenant, for and on behalf of the Tenant and all persons claiming through or under the Tenant also waive any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case the Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by the Landlord or in case of any expiration or termination of this Lease, the Landlord and the Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in anyway connected with, this Lease, the relationship of the Landlord and the Tenant, the Tenant's use or occupancy of the Premises, or any claim of injury or damage. The terms "enter", "re-enter", "entry" or "re-entry", as used in this Lease, are not restricted to their technical legal meaning.
- 16.7 In the event of any breach or threatened breach by the Tenant of any of the covenants, agreements, terms, or conditions contained in this Lease, the Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

- 16.8 Each right and remedy of the Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Landlord of any one or more of the rights or remedies provided for in this Lease or otherwise shall not preclude the simultaneous or later exercise by the Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 16A. TENANT'S REMEDIES.

In the event of any breach or threatened breach by the Landlord of any of the covenants, agreements, terms, or conditions contained in this Lease, the Tenant shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise, including without limitation specific performance, summary proceedings, and other remedies not provided for in this Lease.

SECTION 17. LANDLORD'S RIGHT TO PAY MONEY TO EFFECT PERFORMANCE

If the Tenant at anytime or from time to time shall fail to perform any of the covenants, terms, and conditions in this Lease contained to be performed on the part of the Tenant, the Landlord may immediately, or at anytime thereafter, after giving written Notice to the Tenant, perform the same for the account of the Tenant, and in any such event, any reasonable amount of monies paid by the Landlord for such purpose shall be deemed to be Additional Rent due hereunder and shall be payable forthwith to the Landlord upon rendition of an invoice therefore.

SECTION 18. NO WAIVER

The failure of the Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant, term, or condition of this Lease or any of the rules established by the Landlord under the provisions of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of Rent, with knowledge of the breach of any such covenant, term, condition, or rule shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by the Landlord or Tenant unless such waiver be in writing signed by the Landlord or Tenant, as applicable. No act or thing done by the Landlord, its servants and agents, during the Term of this Lease shall constitute an eviction by the Landlord, nor shall it be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by the Landlord.

SECTION 19. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum set forth above as Security for the full and faithful performance and observance by the Tenant of all the covenants, terms, and conditions herein contained to be performed and observed by the Tenant, and the Landlord may use, apply, or retain the whole or any part of said Security to the extent required for the payment of any Rent

or any sum as to which the Tenant is in Default in respect to any of the covenants, terms, or conditions of this Lease.

SECTION 20. HOLDING OVER

If the Tenant shall hold possession of the Premises beyond the Term without Landlord's written consent, the Tenant shall pay to the Landlord double the Rent plus the Additional Rent then applicable for each month during which the Tenant shall retain such possession, and also shall pay all damages sustained by the Landlord on account thereof. The provisions of this Paragraph shall not operate as a bar or as a waiver by the Landlord of any right of re-entry or any remedy or election provided under Section 16 hereof or available to the Landlord under common law.

SECTION 21. BROKER

Both Tenant and Landlord recognize and acknowledge that there is no real estate broker involved in this transaction.

SECTION 22. NOTICE

All Notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, to the parties at their addresses set forth above, or in the case of the Tenant, to the Premises, or in either case, to such other person or at such other address as either party may hereafter designate by Notice to the other party. Notices shall be deemed given upon receipt of such notice by the addressee three (3) business days after depositing into certified or registered mail.

SECTION 23. CAPTIONS

The Captions appearing in this Lease are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease or the intent of any provision hereof.

SECTION 24. RECORDING OF LEASE

The parties agree that this Lease shall not be recorded, but the Landlord and the Tenant hereby agree upon request of either party to enter into a Memorandum of Lease in recordable form, setting forth the actual time of commencement and time of termination of this Lease and such other provisions, except rental provisions, with respect to the Lease as will put on Notice any third party of the existence of this Lease.

SECTION 25. PARTIES AND DEFINITIONS

The terms "Landlord" and "Tenant" wherever used in this Lease shall include the successors and assigns of said parties (subject to the assignment provisions hereof), and if either of the parties

shall not be a corporation or partnership, said term shall include the heirs, executors, and administrators of said party, wherever the context requires or permits of such construction, and all of the covenants, terms, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and said assigns of the parties in the same manner as if they were expressly mentioned. The term "Tenant" as used in this Lease shall include all signatories hereto as Tenants, and, if there be more than one Tenant, their obligations hereunder shall be joint and several. The term "Landlord" as used in this Lease means only the owner for the time being of the Land and Building, so that in the event of any sale of the Land and Building, the Landlord shall be and it hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder arising after such sale, it being understood and agreed that the purchaser has assumed and agreed to carry out any and all obligations of the Landlord hereunder.

SECTION 26. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstances shall, at anytime or to any extent, be invalid or unenforceable, the remainder of this Lease, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 27. SUBMISSION OF INSTRUMENT

Submission of this instrument for examination shall not be binding upon the Landlord in anyway and no lease or obligation on the part of the Landlord to enter into a lease shall arise until this instrument has been executed and delivered to the Landlord by the Tenant and has been executed and delivered to the Landlord. Such submission shall not constitute an offer, but the Tenant's execution hereof shall constitute an offer, which may be accepted only by the Landlord's execution and delivery hereof to the Tenant.

SECTION 28. AMENDMENTS, ADDITIONS, AND DELETIONS TO LEASE

Any alterations or deletions herein were made in the Lease before execution and any additional provisions to which the parties have agreed and which are added herein or in any Addenda attached hereto shall be considered a part thereof.

SECTION 29. LANDLORD'S LIEN

All fixtures, furniture, machinery, equipment, and improvements of whatever kind or nature, goods, wares, and merchandise of every kind and nature that may be in, about, or upon the Premises and/or Building, hereby are and shall be and shall stand pledged for the fulfillment of the covenants, terms, and conditions herein contained to be kept and performed on the part of the Tenant, and shall not be taken down or removed from said Premises during the Term of this Lease or any continuance thereof, without the written consent of the Landlord, except so far as

the stock-in-trade, goods, wares, and merchandise is concerned in the regular course of business of the Tenant. In case of a breach of any of the covenants, terms, or conditions of this Lease to be kept and performed on the part of the Tenant, said pledged property, without further demand or Notice, may be sold at auction or private sale after publishing Notice thereof in some newspaper published in the town or county in which said Premises are located, at least once, ten (10) days before the date of such sale, and the proceeds of such sale, after payment of expenses, applied to the payment of any amount for which the same are pledged as aforesaid.

SECTION 30. INDEPENDENT COVENANTS

Each and every one of the covenants and agreements contained in this Lease shall be for all purposes construed to be separate and independent covenants, and the waiver of the breach of any covenant contained herein by the Landlord shall in no way or manner discharge or relieve the Tenant from the Tenant's obligations to perform each and every one of the covenants contained herein.

SECTION 31. APPROVAL OF THE COMPASSION CENTER


This lease is subject to the Rhode Island Department of Business Regulations granting a license for a compassion center to Tenant. In the event that the license is not granted to tenant by December 31, 2021, then in that event, this Lease will be null and void and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

WITNESS:



Landlord:
SCFT Associates, LLC

By: 

WITNESS:



Tenant:
Coastal Compassion Center, Inc.

By: 
_____ Thomas Falcone, President

EXHIBIT "A"

Description of Building, Premises; Equipment and Fixtures and Detailed Specifications therefore

Please see floor plans attached hereto.

EXHIBIT "B"

Landlord's Improvements

All improvements identified and/or contained in the Plans and Specifications for the Premises, except Landlord has not included the cost of voice and data wiring, office furniture or wiring of office furniture, or special lighting or upgraded finishes.

EXHIBIT "B-1"

Tenant's Improvements